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COPY



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

Regular Meeting -- Wednesday, July 15, 2026

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

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

TABLE OF CONTENTS

	Page
Public Comment	45972
Communications From City Officers.....	45974
Reports Of Committees	46019
Committee on Finance.....	46019
Committee on Aviation.....	46661
Committee on the Budget and Government Operations	46824
Committee on Committees and Rules.....	46876
Committee on Economic, Capital and Technology Development.....	46910
Committee on Ethics and Government Oversight.....	46940
Committee on Health and Human Relations	46946
Committee on Housing and Real Estate.....	46947
Committee on License and Consumer Protection	47217
Committee on Pedestrian and Traffic Safety	47225
Committee on Police and Fire	47260
Committee on Special Events, Cultural Affairs and Recreation.....	47261
Committee on Transportation and Public Way.....	47357
Committee on Zoning, Landmarks and Building Standards	47501

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

	Page
Agreed Calendar	47938
New Business Presented By Alderpersons.....	48055
Traffic Regulations, Traffic Signs, Etc.	48055
Zoning Ordinance Amendments	48070
Unclassified Matters	48073
Approval Of The Journal.....	48108
Unfinished Business	48108
Miscellaneous Business	48108

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.

Call To Order.

On Wednesday, July 15, 2026 at 10:30 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 La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Sigcho-Lopez, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 43.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Rodríguez, Scott, Fuentes, Rodríguez-Sánchez and Mitts 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 requests by Alderpersons Rodríguez, Scott, Fuentes, Rodríguez-Sánchez and Mitts to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 48 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.

Invocation.

Reverend Dr. Ira J. Acree, Lead Pastor at Greater St. John Bible Church, opened the meeting with prayer.

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:

Sara Katchman

Brandon Bashin-Sullivan

Geri Bleavings

Andrew Tonnence

Kimmie Jordan

George Blakemore

Tiffany Moore

Filip Petersen

Justin Cosby

Joel Flax-Hatch

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:

Christopher Fogarty

Holly James

Marianne Eberhardt

At this point in the proceedings, Alderperson Clay asked the members of the City Council and assembled guests to observe a moment of silence in memory of her late brother Joshua.

Acknowledgments.

The following guests were recognized by the City Council:

Alderperson Lee welcomed ASEZ, the World Mission Society Church of God University Student Volunteer Group.

Alderperson Knudsen offered a memorial acknowledgment for Allan Mellis and also celebrated the 25th anniversary of the Chicago Sculpture Exhibit.

Alderperson Moore celebrated the 60th anniversary of the March at Marquette Park and welcomed the 2026 summer interns of the 17th Ward.

Alderperson Coleman welcomed the 2026 summer interns of the 24th Ward Service Office, the 9th District Service Office of State Representative Yolanda Morris, and the 5th District Service Office of Senator Lakesia Collins.

Alderperson Taylor submitted a memorial acknowledgment for Tera "Shay" Knox, a member of the Institute of Non-violence.

Alderperson Sigcho-Lopez celebrated the 150th anniversary of St. Procopius Church of Pilsen.

Alderperson Burnett welcomed the 2026 summer interns of the 27th Ward Service Office and the 10th District Service Office of State Representative Jawaharial Williams.

Alderperson Hadden celebrated the 5th anniversary of the Equitable Transit-Oriented Development Policy Plan.

[For a complete list of guests, see Visitors and Acknowledgments printed on pages 48109 and 48110 of this *Journal*.]

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- DESIGNATION OF JUNE 2026 AS DISABILITY PRIDE MONTH IN CHICAGO.

[R2026-0027132]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Lawson, Conway, Yancy, Sposato, Mitts, La Spata, Lopez, Manaa-Hoppenworth, Hadden, Martin, Villegas, Gardiner, Ramirez, Silverstein, Taliaferro, Gutiérrez, Knudsen, Clay, Chico, Reilly, Rodríguez, O'Shea, Quezada, Nugent, Mosley, Sigcho-Lopez, Harris, Quinn and City Clerk Valencia, a resolution honoring Disability Pride Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson 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, Disability Pride Month is observed each July to honor people with disabilities and to commemorate the passage of the Americans with Disabilities Act (ADA); and

WHEREAS, The ADA, landmark civil rights legislation prohibiting discrimination based on disability, was enacted in 1990 following years of determined advocacy by the disability community; and

WHEREAS, Approximately one in four Chicago residents reports having a disability; and

WHEREAS, Disability is unique among protected characteristics because it may affect any person at any stage of life; and

WHEREAS, The independent living movement, which emerged in the 1970s and was profoundly influenced by the Civil Rights Movement, continues to inspire organizations and advocates working to ensure that people with disabilities have equal rights and control over their own lives; and

WHEREAS, Chicago's disability community has successfully advocated for greater accessibility throughout the City, including through protests and legal action; and

WHEREAS, The Mayor's Office for People with Disabilities works to advance full participation and equal opportunity for people with disabilities by advocating for and supporting programs that improve quality of life and ensure that the perspectives and rights of the disability community are equitably reflected in City services, initiatives, and policies; and

WHEREAS, The City of Chicago is committed to continuing its efforts to become the most accessible city in the world; 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 July 2026, do hereby recognize the month of July as Disability Pride Month in the City of Chicago, and celebrate the identities, cultures, achievements and contributions of people with disabilities.

On motion of Aldersperson Mitchell, seconded by Alderspersons Moore, Manaa-Hoppenworth, Hadden, Lopez, Ramirez, La Spata, Ervin, Nugent, Vasquez and Gardiner, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, Mayor Johnson joined the members of the City Council in recognizing July as Disability Pride Month. Describing it as a time to honor "the advocates who have fought for inclusion, dignity, equal opportunity, and protection" for people with disabilities, Mayor Johnson noted that this long history of advocacy "led to the passage of the Americans with Disabilities Act" and helped establish the foundation for ongoing progress in making Chicago accessible to all residents. Emphasizing the universal nature of disability and observing that "anyone can become disabled through illness, injury, aging, or community violence", Mayor Johnson referenced findings from a recent report issued by the Mayor's Office for People with Disabilities (MOPD) and the Chicago Department of Public Health showing that "one in every four Chicagoans has a disability" and underscored the importance of ensuring that our disability community has the "access, resources, services, and support they need to live safe, independent, and successful lives". Mayor Johnson affirmed the City's commitment to supporting and upholding the rights of people with disabilities under Commissioner Rachel Arfa and the MOPD by ensuring those rights and needs "are reflected in City services, initiatives, and policies." Mayor Johnson then highlighted several MOPD initiatives, including the Career Center, which helps job seekers with disabilities to find meaningful employment and promotes inclusive hiring practices across the city, and Chicago Youth Works, which supports youth with disabilities in summer job opportunities including opportunities at MOPD and many other City departments. Additionally, Mayor Johnson described the Home Modification program, which "helps people with disabilities to make modifications that help them live independently and safely in their homes and our communities". Reaffirming his administration's ongoing efforts to make Chicago "the most accessible city in the world" and recognizing the 36th anniversary of the Americans with Disabilities Act, Mayor Johnson expressed his appreciation for "the community leaders and members throughout Chicago who serve and uplift our neighbors with disabilities" and declared that together "we will continue building a Chicago that is more accessible, safe, affordable, and vibrant for all the people of Chicago".

At this point in the proceedings, Aldersperson Harris moved to *Suspend the Rules Temporarily* to allow Aldersperson Curtis to address the City Council and assembled guests.

Thanking the members of the City Council for their support of the renaming of a portion of 71st Street in honor of Emmett and Mamie Till, Aldersperson Curtis also acknowledged EvAngel Mamadee YHWHnewBN and the many supporters who helped to make this honorary street designation possible.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF ELBERT D. RENIVA AS MEMBER OF ILLINOIS INTERNATIONAL PORT DISTRICT BOARD.

[A2026-0027351]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Elbert D. Reniva as a member of the Illinois International Port District Board, for a term effective immediately and expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JA'NET DEFELL AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2026-0027336]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Ja'Net Defell as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF RYAN GADIA AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2026-0027340]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Ryan Gadia as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/15/2026

COMMUNICATIONS, ETC.

45979

Referred -- APPOINTMENT OF MARSHALL HATCH, JR. AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2026-0027333]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Marshall Hatch, Jr. as a member of the Chicago Development Fund Advisory Board, for a term effective immediately and expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JOHN BARTLETT AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

[A2026-0027382]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed John Bartlett as a commissioner of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2031.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF HIPOLITO (PAUL) ROLDAN AS COMMISSIONER
OF CHICAGO HOUSING AUTHORITY.

[A2026-0027377]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Hipolito (Paul) Roldan as a commissioner of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2031.

7/15/2026

COMMUNICATIONS, ETC.

45981

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF RAMONA WESTBROOK AS COMMISSIONER OF
CHICAGO HOUSING AUTHORITY.

[A2026-0027373]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Ramona Westbrook as a commissioner
of the Chicago Housing Authority for a term effective immediately and expiring July 7, 2031.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF PETER COCCARO AS MEMBER OF 95TH STREET COMMISSION (SPECIAL SERVICE AREA NO. 4).

[A2026-0027369]

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

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Peter Coccaro as a member of Special Service Area Number 4, the 95th Street Commission, for a term effective immediately and expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LISA ORLOFF AS MEMBER OF LAWRENCE/ELSTON/PULASKI COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2026-0027358]

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

7/15/2026

COMMUNICATIONS, ETC.

45983

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I have re-appointed Lisa Orloff as a member of Special Service Area Number 79, the Lawrence/Elston/Pulaski Commission, for a term effective immediately expiring July 20, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 3-32-030 OF MUNICIPAL CODE REGARDING LEASE OR RENTAL OF PERSONAL PROPERTY FOR MOTION PICTURE AND TELEVISION PRODUCTIONS IN CHICAGO UNDER CHICAGO PERSONAL PROPERTY LEASE TRANSACTION TAX.

[O2026-0027135]

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

July 15, 2026.

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

LADIES AND GENTLEMEN -- Together with Alderman Dowell and Alderman Nugent, I transmit herewith an ordinance amending the Municipal Code regarding the Chicago Personal Property Lease Transaction Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 9-48-050 OF MUNICIPAL CODE
REGARDING BUS TERMINAL LOADING AND UNLOADING ZONES.

[O2026-0027125]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending the Municipal Code regarding bus terminals and bus loading and unloading zones.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/15/2026

COMMUNICATIONS, ETC.

45985

Referred -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO 5853 N BROADWAY 9 L.P. FOR AFFORDABLE HOUSING PROJECT AT 5853 N. BROADWAY.

[O2026-0027190, O2026-0027224]

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

July 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 the development of affordable housing at 5853 North Broadway (4% and 9%).

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO TCB HUMBOLDT 4 LLC FOR AFFORDABLE HOUSING DEVELOPMENT PROJECT AT 1417 N. TALMAN AVE./2620 W. HIRSCH ST.

[O2026-0027180, O2026-0027221]

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

July 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 the development of Humboldt Village, an affordable housing development (4% and 9% projects).

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH DEEPLY ROOTED PRODUCTIONS, INC. TO PROVIDE HOUSING AND ECONOMIC DEVELOPMENT BOND FUNDS FOR DEVELOPMENT OF DEEPLY ROOTED DANCE CENTER AT 5339 -- 5345 S. STATE ST.

[O2026-0027239]

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

July 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

7/15/2026

COMMUNICATIONS, ETC.

45987

a redevelopment agreement with Deeply Rooted Productions, Inc. to provide Housing and Economic Development Bond funds for the development of the Deeply Rooted Dance Center project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO HOUSING AUTHORITY TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR DEVELOPMENT OF ABLA BROOKS HOMES PROJECT AT 1300 -- 1400 W. 13TH ST., 1300 -- 1400 W. 14TH ST. AND 1300 -- 1400 W. HASTINGS ST.

[O2026-0027235]

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

July 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 Housing Authority for the provision of TIF funds for the ABLA Brooks Homes project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH 111 MONROE HOTEL LANDLORD LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR DEVELOPMENT OF MONROE HOTEL PROJECT AT 111 W. MONROE ST.

[O2026-0027146]

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

July 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 TIF redevelopment agreement with Prime/Capri Interests LLC for the Monroe Hotel project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH FOUNDRY PARK PROPERTIES KP7 LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR DEVELOPMENT OF FOUNDRY PARK PROJECT AT 31-ACRE SITE BOUNDED BY W. DICKENS AVE., NORTH BRANCH OF CHICAGO RIVER, N. KINGSBURY ST. AND N. SOUTHPORT AVE.

[O2026-0027166]

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

7/15/2026

COMMUNICATIONS, ETC.

45989

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 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 Foundry Park Properties KP7 LLC to provide TIF funds for the Foundry Park project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT NO. 3 TO BRYN MAWR/BROADWAY TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING PROGRAM REDEVELOPMENT PLAN AND PROJECT.

[O2026-0027133]

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

July 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 an ordinance authorizing the third amendment to the Bryn Mawr/Broadway Tax Increment Financing Redevelopment Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT NO. 4 TO PILSEN TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT.

[O2026-0027139]

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

July 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 4th amendment to the Pilsen Tax Increment Financing Redevelopment Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/15/2026

COMMUNICATIONS, ETC.

45991

Referred -- APPROVAL AND ADOPTION OF AMENDMENT NO. 6 TO REDEVELOPMENT PROJECT AND PLAN FOR CENTRAL WEST TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

[O2026-0027271, O2026-0027300, O2026-0027301]

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

July 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 6th amendment to the Central West Tax Increment Financing Redevelopment Plan.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH 30 N. LASALLE MF REDEVELOPMENT LLC AND LESLIE J. RAFFEL FOUNDATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR DEVELOPMENT OF PROPERTY AT 30 N. LASALLE ST.

[O2026-0027303]

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

July 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 execution of an amended TIF redevelopment agreement with 30 N. LaSalle MF Redevelopment LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION REGARDING ALLOCATED TAX INCREMENT FINANCING FUNDS FOR CHICAGO PROJECTS AT 400 W. SUPERIOR ST., 3510 S. MICHIGAN AVE., 1769, 1819, AND 1869 W. PERSHING RD., 4901 S. MICHIGAN AVE., ROOSEVELT AND CLARK (78 DEVELOPMENT), 630 W. HARRISON ST., 10101 S. STONY ISLAND AVE. AND 4711 S. CALUMET AVE.

[O2026-0027137]

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

July 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an amended

7/15/2026

COMMUNICATIONS, ETC.

45993

intergovernmental agreement with the Public Building Commission to authorize the use of TIF funds for Chicago projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPROVAL OF ADJUSTMENTS TO FOUR TAX INCREMENT FINANCING DISTRICTS.

[O2026-0027126, O2026-0027127,
O2026-0027128, O2026-0027129]

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

July 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 minor adjustments to four Tax Increment Financing Districts.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SIXTY-SIXTH AMENDMENT AGREEMENT WITH SOMERCOR 504, INC. TO INCREASE FUNDING TO SELECT TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS, AMEND SMALL BUSINESS IMPROVEMENT FUND PROGRAM RULES, AND ALLOW SOMERCOR 504, INC. TO CONTINUE AS PROVIDER OF ADMINISTRATIVE SERVICES.

[O2026-0027305]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 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 the 66th amendment to the administrative services agreement with SomerCor 504.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SPECIAL SERVICE AREA NO. 2 (BELMONT/CENTRAL) REGARDING SERVICE PROVIDER AGREEMENT WITH PORTAGE PARK CHAMBER OF COMMERCE AND 2026 TAX LEVY AND BUDGET.

[O2026-0027314]

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*:

7/15/2026

COMMUNICATIONS, ETC.

45995

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 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 amended 2026 budget and Service Provider Agreement with Portage Park Chamber of Commerce for Special Service Area Number 2 (SSA #2).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
1120 W. EXCHANGE AVE.

[O2026-0027316]

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

July 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 a Class 6b tax incentive for a property located at 1120 West Exchange Avenue.

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 TO THE REGENERATOR LLC FOR RESIDENTIAL HOUSING PROJECT AT 6206 S. RACINE AVE.

[O2026-0027320]

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

July 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 issuance of multi-family funds or loans for the development of 6206 South Racine Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/15/2026

COMMUNICATIONS, ETC.

45997

Referred -- SALE OF CITY-OWNED LANDS AT VARIOUS LOCATIONS.

[O2026-0027298, O2026-0027302, O2026-0027312,
O2026-0027315, O2026-0027324, O2026-0027327,
O2026-0027368, O2026-0027380, O2026-0027390]

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

July 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.

Referred -- LEASE AGREEMENT WITH NEIGHBORSPACE FOR VACANT CITY-OWNED PROPERTY AT 5900 -- 5910 N. LINCOLN AVE. FOR USE AS COMMUNITY GARDEN.

[O2026-0027400]

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

July 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing a lease agreement with NeighborSpace, a not-for-profit corporation, for use of a City-owned property located at 5900 to 5910 North Lincoln Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY TO PROVIDE CHICAGO POLICE DEPARTMENT RESOURCES FOR VOLUNTARY SPECIAL EMPLOYMENT PROGRAM AT CTA FACILITIES THROUGHOUT CITY.

[O2026-0027318]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Police Department I transmit herewith an ordinance authorizing the execution of an

7/15/2026

COMMUNICATIONS, ETC.

45999

intergovernmental agreement with the Chicago Transit Authority regarding the Voluntary Special Employment Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR DEVELOPMENT OF LAND OF LINCOLN GARDEN AT 5900 -- 5910 N. LINCOLN AVE.

[O2026-0027317]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events, Cultural Affairs and Recreation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 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 expenditure of Open Space Impact Fee funds for water installation at Land on Lincoln Garden.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM BY MODIFYING RULE 49 AUTHORIZING PRESIDING OFFICER OR COMMITTEE CHAIR TO DIRECT SERGEANT-AT-ARMS TO REMOVE ANY PERSON PERSISTING IN DISRUPTIVE BEHAVIOR OR VIOLENT ACTIVITY FROM CHAMBER OR MEETING ROOMS.

[R2026-0027138]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith a resolution amending the Rules of Order and Procedure for the City Council of the City of Chicago for the 2023 to 2027 term regarding disruptive activities.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT FEBRUARY 23, 2027 CONSOLIDATED PRIMARY ELECTION ON WHETHER CITY SHALL EXPAND USE OF EMERGENCY RESPONSE TECHNOLOGY TO REDUCE EMERGENCY MEDICAL RESPONSE TIMES AND SAVE LIVES BY INCREASING SURVIVAL RATES FOR VICTIMS OF GUN VIOLENCE AND OTHER TIME-SENSITIVE MEDICAL EMERGENCIES.

[R2026-0027308]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Committees and Rules*:

7/15/2026

COMMUNICATIONS, ETC.

46001

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution submitting a public question by referendum to voters at the February 23, 2027 consolidated primary election on whether the City shall expand the use of emergency response technology to reduce emergency medical response times and saves lives by increasing survival rates for victims of gun violence and other time-sensitive medical emergencies.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT FEBRUARY 23, 2027 CONSOLIDATED PRIMARY ELECTION ON WHETHER CITY SHALL IMPOSE 3% SURCHARGE ON INDIVIDUALS EARNING MORE THAN \$1 MILLION ANNUALLY TO FUND PUBLIC SCHOOLS AND COMMUNITY SAFETY INITIATIVES.

[R2026-0027309]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution submitting a public question by referendum to voters at the February 23, 2027 consolidated primary election on whether

the City shall impose a 3% surcharge on individuals earning more than \$1 Million annually to fund public schools and community safety initiatives.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT FEBRUARY 23, 2027 CONSOLIDATED PRIMARY ELECTION ON WHETHER CITY SHALL ESTABLISH PERMANENT PROPERTY TAX RELIEF FUND TO PROVIDE FINANCIAL ASSISTANCE TO ELIGIBLE OWNER-OCCUPANTS.

[R2026-0027310]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution submitting a public question by referendum to voters at the February 23, 2027 consolidated primary election on whether the City shall establish a permanent Property Tax Relief Fund to provide financial assistance to eligible owner-occupants.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

**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 -- EXECUTIVE ORDER NO. 2026-3 ESTABLISHING MAYOR'S OFFICE OF GUN VIOLENCE REDUCTION, MAYOR'S GUN VIOLENCE REDUCTION ADVISORY COUNCIL AND CITYWIDE FRAMEWORK FOR COMMUNITY SAFETY, VIOLENCE PREVENTION AND ACCOUNTABILITY.

[F2026-0026553]

A communication from the Honorable Brandon Johnson, Mayor, received in the Office of the City Clerk on June 25, 2026, transmitting Executive Order Number 2026-3 for the establishment of the Mayor's Office of Gun Violence Reduction to develop and implement a comprehensive violence reduction strategy and to collect and analyze and publicly report data related to gun violence and violence reduction initiatives, which was *Placed on File*.

Placed On File -- CITY'S FUNDING REQUIREMENT FOR CHICAGO POLICEMEN'S ANNUITY AND BENEFIT FUND FOR YEAR 2027.

[F2026-0026883]

A communication from Kevin Reichart, Executive Director, Retirement Board of Policemen's Annuity and Benefit Fund of Chicago, under the date of June 7, 2026, received in the Office of the City Clerk on June 7, 2026, transmitting a resolution adopted by the Retirement Board certifying the required city funding contribution for fiscal year 2027 of the Policemen's Annuity and Benefit Fund of Chicago, which was *Placed on File*.

CERTIFICATION OF CITY FUNDING REQUIREMENT FOR LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO FOR TAX LEVY YEAR 2027 (PAYMENT YEAR 2028).

[F2026-0026648]

A communication from Cameron Mock, Executive Director and Chief Investment Officer of Laborers' and Retirement Board Employees' Annuity and Benefit of Chicago, under the date

of June 29, 2026, received in the Office of the City Clerk on June 29, 2026, transmitting a resolution certifying the sum required to be contributed by the City for the Fund for the tax levy year 2026 (payment year 2027), which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S YEAR 2025 ANNUAL PUBLIC SAFETY SECTION REPORT.

[F2026-0026525]

A communication from the Office of the Inspector General, under the date of June 25, 2026, received in the Office of the City Clerk on June 25, 2026, transmitting the Annual Public Safety Section Report for Year 2025, which was *Placed on File*.

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

[F2026-0027131]

A communication from Deborah Witzburg, Inspector General, under the date of July 15, 2026 and received in the Office of the City Clerk on July 14, 2025, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, the Second Quarter Report of Year 2026 of the Inspector General's Office providing an overview of their investigations, audits and review of administrative programs for the period of April 1, 2026, through June 30, 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 June 17, 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 July 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 June 17, 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.

PUBLICATION OF SPECIAL PAMPHLET.

Appointment Of Successor Servicer And Assignment Agreement Execution Between BNY Asset Solutions LLC And MTAG Services LLC Regarding City's Special Assessment Improvement Bonds For Lakeshore East Project, Refunding Series 2022.

The City Clerk informed the City Council that the ordinance authorizing the appointment of successor servicer and assignment agreement between BNY Asset Solutions LLC and MTAG Services LLC regarding City's Special Assessment Improvement Bonds for Lakeshore East Project, Refunding Series 2022, which was considered by the City Council on June 17, 2026 and which was requested to be published in pamphlet form, was published in pamphlet form on June 24, 2026 by being printed in full text in a special pamphlet, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Bachula Development, Inc. (Application Number 23123T1) -- to classify as a DR-5 Downtown Residential District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 1-G bounded by:

North Milwaukee Avenue; West Erie Street; and a line 160.16 feet west of North Milwaukee Avenue (as measured along the northern boundary of West Erie Street) and perpendicular to West Erie Street; a line 80.00 feet north of and parallel to West Erie Street; and a line 145.10 feet northwesterly of the corner of North Milwaukee Avenue and West Erie Street (as measured along the south boundary of North Milwaukee Avenue) and perpendicular to North Milwaukee Avenue (common address: 940 -- 942 West Erie Street, also known as 660 -- 662 North Milwaukee Avenue).

[O2026-0027134]

BDT Ltd. Holdings (Application Number 23135) -- to classify as a B3-3 Community Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 10-E bounded by:

a line 67.0 feet north of and parallel to East Oakwood Boulevard; the public alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive; East Oakwood Boulevard; and South Dr. Martin Luther King, Jr. Drive (common address: 3927 -- 3933 South Dr. Martin Luther King, Jr. Drive).

[O2026-0027372]

Bertucci, Michael (Application Number 23133) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 8-G bounded by:

a line 26 feet south of and parallel to West 36th Street; South Halsted Street; a line 78 feet south of and parallel to West 36th Street; and the alley next west of and parallel to South Halsted Street (common address: 3540 -- 3542 South Halsted Street).

[O2026-0027360]

Capani, Valbona (Application Number 23143) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-L bounded by:

a line 150.00 feet south of and parallel to West Wabansia Avenue; North Linder Avenue; a line 180.00 feet south of and parallel to West Wabansia Avenue; and the public alley next west of and parallel to North Linder Avenue (common address: 1640 North Linder Avenue).

[O2026-0027413]

Castlevue Holdings LLC (Application Number 23127T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-I bounded by:

West Thomas Street; a line 295 feet east of and parallel to North Campbell Avenue; the public alley next south of and parallel to West Thomas Street; and a line 271 feet east of and parallel to North Campbell Avenue (common address: 2431 West Thomas Street).

[O2026-0027212]

Chicago 413 Carpenter LLC (Application Number 23121) -- to classify as a DX-7 Downtown Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number [Number-Letter] bounded by:

North Carpenter Street; West Kinzie Street; a line 95 feet east of and parallel to North Carpenter Street; a line 116 feet north of and parallel to West Kinzie Street,

and also, to classify as Residential-Business Planned Development Number 1578, as amended, instead of a DX-7 Downtown Mixed-Use District and Residential Business Planned Development 1578 the area shown on Map Number 1-G bounded by:

North Sangamon Street; West Kinzie Street; North Morgan Street; a line 134.29 feet south of and parallel to West Kinzie Street; North Carpenter Street; a line 208 feet north of and parallel to West Kinzie Street; North Morgan Street; a line 229.28 feet north of and parallel to West Kinzie Street; a line 125.8 feet east of and parallel to North Morgan Street; and a line 234.68 feet north of and parallel to West Kinzie Street (common address: 370 North Morgan Street, 400 North Morgan Street, 401 North Morgan Street and 403 North Carpenter Street).

[O2026-0027120]

EIG14T NF II CHI W Diversey LLC (Application Number 23146T1) -- to classify as a B3-2 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-G bounded by:

West Diversey Parkway; a line 123.13 feet east of and parallel to North Janssen Avenue; the public alley next south of and parallel to West Diversey Parkway; and a line 81.38 feet east of and parallel to North Janssen Avenue (common address: 1415 West Diversey Parkway).

[O2026-0027417]

Greatland 2819 S. Stewart LLC (Application Number 23137T1) -- 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 6-F bounded by:

a line 403.5 feet north of and parallel to West 29th Street; a line 107.81 feet east of and parallel to South Stewart Avenue; a line 353.50 feet north of and parallel to West 29th Street; the public alley next east of and parallel to South Stewart Avenue; a line 258.5 feet north of and parallel to West 29th Street; and South Stewart Avenue (common address: 2815 -- 2819 South Stewart Avenue).

[O2026-0027384]

HPL-4545 Ravenswood LLC (Application Number 23128T1) -- to classify as a B3-5 Community Shopping District instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 11-H bounded by:

a line 92 feet south of and parallel to West Wilson Avenue; the public alley next east of and parallel to North Ravenswood Avenue; a line 142 feet south of and parallel to West Wilson Avenue; and North Ravenswood Avenue (common address: 4545 North Ravenswood Avenue).

[O2026-0027232]

HSG Morgan Street LLC (Application Number 23140T1) -- to classify as a DX-5 Downtown Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-G bounded by:

a line 130.0 feet south of and parallel to West Lake Street; a line 126.27 feet east of and parallel to North Morgan Street; a line 180.0 feet south of and parallel to West Lake Street; and North Morgan Street (common address: 167 -- 171 North Morgan Street).

[O2026-0027401]

JNN Group LLC (Application Number 23141T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 13-K bounded by:

the alley next northeast of and parallel to North Elston Avenue; a line 106.38 feet northwest of and parallel to North Kilbourn Avenue; North Elston Avenue; and a line 136.38 feet northwest of and parallel to North Kilbourn Avenue (common address: 4865 North Elston Avenue).

[O2026-0027402]

Lotus Property Group LLC (Application Number 23132) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-I bounded by:

West Monroe Street; a line 175 feet east of and parallel to South California Avenue; the public alley south of and parallel to West Monroe Street; and then a line 213 feet east of and parallel to South California Avenue (common address: 2739 West Monroe Street).
[O2026-0027347]

Mackinaw Development LLC (Application Number 23142T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-H bounded by:

a line 129.10 feet north of and parallel to West Olive Avenue; North Ashland Avenue; a line 54.1 feet north of and parallel to West Olive Avenue; and the public alley next west of and parallel to North Ashland Avenue (common address: 5636 -- 5640 North Ashland Avenue).

[O2026-0027411]

Martinez, Ryan (Application Number 23144T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

a line 244.5 feet north of and parallel to West 18th Street; South Racine Avenue; a line 219.5 feet north of and parallel to West 18th Street; and the public alley next west of and parallel to South Racine Avenue (common address: 1704 South Racine Avenue).

[O2026-0027415]

MCL Developments LLC (Application Number 23136T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-I bounded by:

a line 130.55 feet next north of and parallel to West Diversey Avenue; a line 48.75 feet next east of and parallel to North Maplewood Avenue; West Diversey Avenue; and North Maplewood Avenue (common address: 2522 -- 2524 West Diversey Avenue).

[O2026-0027374]

MKR Owner LLC (contract purchaser of property) (Application Number 23122) -- to classify as a DX-5 Downtown Mixed-Use District instead of an M2-3 District and further, to classify as a Residential Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Racine Avenue; West Kinzie Street; North May Street; and a line 110 feet south of and parallel to West Kinzie Street (common address: 1133 West Kinzie Street).

[O2026-0027130]

Next City Developments LLC (Application Number 23129T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 139 feet east of and parallel to North Western Avenue; a line 105 feet south of and parallel to West Grand Avenue; and a line 79 feet east of and parallel to North Western Avenue (common address: 2339 -- 2349 West Grand Avenue).
[O2026-0027269]

Rebuild Foundation NFP (Application Number 23145) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 18-D bounded by:

East 72nd Street; South Dorchester Avenue; the alley next south of and parallel to East 72nd Street; and a line 198.61 feet east of and parallel to South Dorchester Avenue (common address: 7200 South Dorchester Avenue).
[O2026-0027416]

Sheridan Thorndale Partners LLC (Application Number 23119) -- to classify as a B3-5 Community Shopping District instead of an RS-1 Residential Single-Unit (Detached House) District and RM-5.5 Residential Multi-Unit District and further, to classify as a Residential-Business-Institutional Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 15-G bounded by:

a line 300 feet north of and parallel to West Thorndale Avenue; the westerly shore of Lake Michigan; West Thorndale Avenue; North Sheridan Road; a line 100 feet north of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Sheridan Road (common address: 5946 -- 5962 and 5937 -- 5965 North Sheridan Road).
[O2026-0027100]

Strong Properties Cicero LLC (Application Number 23134) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 9-K bounded by:

a line 125 feet north of and parallel to West Warwick Avenue; the public alley next east of and parallel to North Cicero Avenue; a line 100 feet north of and parallel to West Warwick Avenue; North Cicero Avenue (common address: 3745 North Cicero Avenue).
[O2026-0027370]

VP 26th Pierce LLC (Application Number 23125T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-J bounded by:

the public alley north of and parallel to West Pierce Avenue; North Spaulding Avenue; West Pierce Avenue; and a line measuring 50.45 feet west of and parallel to North Spaulding Avenue (common address: 3300 West Pierce Avenue).

[O2026-0027154]

Wong, Paul (Application Number 23139T1) -- 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 6-F bounded by:

West 29th Street; the public alley next west of South Lowe Avenue; a line 50 feet south of and parallel to West 29th Street; and South Lowe Avenue (common address: 2901 -- 2905 South Lowe Avenue).

[O2026-0027398]

1331 W Flournoy LLC (Application Number 23126T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-G bounded by:

West Flournoy Street; North Ada Street; a line 25 feet south of and parallel to West Flournoy Street; and the alley next west of and parallel to North Ada Street (common address: 1331 West Flournoy Street).

[O2026-0027171]

1608 S Wabash Avenue LLC (Application Number 23131) -- to classify as a DS-3 Downtown Service District instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

a line 42.10 feet south of and parallel to East 16th Street; South Wabash Avenue; a line 75.5 feet south of and parallel to East 16th Street; and next the alley west of and parallel to South Wabash Avenue (common address: 1608 South Wabash Avenue).

[O2026-0027331]

1807-09 W. Augusta Blvd LLC (Application Number 23130T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 3-H bounded by:

West Augusta Boulevard; a line 45.5 feet west of and parallel to North Wood Street; the public alley next south of and parallel to West Augusta Boulevard; and a line 93.50 feet west of and parallel to North Wood Street (common address: 1807 -- 1809 West Augusta Boulevard).

[O2026-0027299]

1838 Elston Avenue LLC (Application Number 23120) -- to classify as Residential-Business Planned Development 1506, as amended, instead of Residential Business-Planned Development 1506 the area shown on Map Number 5-G bounded by:

North Besly Court; a 111.33-foot-long line perpendicular to North Besly Court to its intersection with North Elston Avenue at a point 173.51 feet southeast of the south line of West Cortland Avenue; North Elston Avenue; and a 113.53-foot-long line perpendicular to North Elston Avenue to its intersection with North Besly Court (common address: 1838 -- 1842 North Elston Avenue/1839 -- 1843 North Besly Court).
[O2026-0027101]

2800 Sheridan Land LLC (Application Number 23117) -- to classify as a Residential-Business and Institutional Planned Development District instead of B3-5 Community Shopping District the area shown on Map Number 7-F bounded by:

a line 308.89 feet north of and parallel to West Diversey Parkway; North Sheridan Road; West Diversey Parkway; and a line 193.18 feet west of North Sheridan Road continuing north as the north-south public alley west of and parallel to North Sheridan Road,

and also, to classify as a B3-5 Community Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-F bounded by:

West Diversey Parkway; North Lakeview Avenue; a line 393.33 feet south of and parallel to West Diversey Parkway; a line travelling northwest 122.17 feet to the public alley next west of North Lakeview Avenue; and the public alley next west of North Lakeview Avenue (common address: 2800 -- 2828 North Sheridan Road/400 -- 418 West Diversey Parkway and 2714 -- 2750 North Lakeview Avenue/401 -- 419 West Diversey Parkway).

and also, to classify as a Residential-Business and Institutional Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 7-F in the area above described.

[O2026-0027091]

2800 Sheridan Land LLC (Application Number 23118) -- to classify as Institutional Planned Development 1019, as amended, instead of Institutional Planned Development 1019 the area shown on Map Number 7-F bounded by:

West Oakdale Avenue; a curved line, abutting the Chicago Park District land, commencing at a point approximately 229.99 feet east of North Commonwealth Avenue continuing south to a point approximately 354.35 feet east of North Commonwealth Avenue; a line 166.08 feet north of and parallel to West Diversey Parkway; North Commonwealth Avenue; a line 228.35 feet north of and parallel to West Diversey Parkway; North Sheridan Road; West Surf Street; and North Commonwealth Avenue,

and also, to classify as a B3-5 Community Shopping District instead of Institutional Planned Development 1019 the area shown on Map Number 7-F bounded by:

a line 308.89 feet north of and parallel to West Diversey Parkway; North Sheridan Road; West Diversey Parkway; West Diversey Parkway; and a line 193.18 feet west of North Sheridan Road continuing north as the north-south public alley west of and parallel to North Sheridan Road (common address: 2800 -- 2828 North Sheridan Road/400 -- 418 West Diversey Parkway/2823 -- 2844 North Sheridan Road/331 -- 359 West Surf Street/2824 -- 2844 North Commonwealth Avenue and 2819 -- 2937 North Commonwealth Avenue/301 -- 323 West Oakdale Avenue/2820 -- 2936 North Lake Shore Drive).

[O2026-0027096]

4634 Avers LLC (Application Number 23124T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-J bounded by:

a line 198.35 feet south of and parallel to West Leland Avenue; North Avers Avenue; a line 223.35 feet south of and parallel to West Leland Avenue; and the public alley next west of and parallel to North Avers Avenue,

and also, to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 11-J bounded by:

a line 223.35 feet south of and parallel to West Leland Avenue; North Avers Avenue; a line 248.35 feet south of and parallel to West Leland Avenue; and the public alley next west of and parallel to North Avers Avenue (common address: 4634 -- 4636 North Avers Avenue).

[O2026-0027136]

4701 LLC (Application Number 23138T1) -- to classify as a C3-2 Commercial, Manufacturing and Employment District instead of an M2-2 Light Industry District the area shown on Map Number 3-K bounded by:

West North Avenue; North Kilpatrick Avenue; the public alley south of and parallel to West North Avenue; and North Keating Avenue (common address: 4701 -- 4725 West North Avenue).

[O2026-0027396]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adeyemo, Adebayo S.	[CL2026-0027304]
Aguilar Leyva, Mia A.	[CL2026-0026528]
Allen, Addie C.	[CL2026-0026903]
Allstate Insurance and Pedro, Reyes J.	[CL2026-0026956]
Alvares, Eugenie D.	[CL2026-0026886]
Atkins, Sylvia R.	[CL2026-0026878]
Barajas, Hope M.	[CL2026-0026894]
Betancourt, Alexander	[CL2026-0026896]
Blaise, Luis E.	[CL2026-0026512]
Brannen, Julie F.	[CL2026-0026876]
Calka, James T.	[CL2026-0026926]
Campos, Juan C.	[CL2026-0026511]
Conway, John G.	[CL2026-0027306]
Ennis, Michael G.	[CL2026-0026961]
Fay-Hart, Dymrna M.	[CL2026-0026916]
FitzGibbon, Thomas P.	[CL2026-0026496]
Gayton, Diana	[CL2026-0026865]
Gill, Katrina M.	[CL2026-0026890]
Gray, Justin J.	[CL2026-0026899]
Gulde, Efren "Andrew" R.	[CL2026-0026829]

Hamui, Moriel M.	[CL2026-0026960]
Hayes, Jonah B.	[CL2026-0026504]
Hitchen, Mark G.	[CL2026-0026495]
Hosley, Otis L.	[CL2026-0026913]
Hsu, Jenny F.	[CL2026-0026862]
Jackson, Melvin	[CL2026-0026948]
Jarboe, Jacqueline R.	[CL2026-0026898]
Jin, Paul	[CL2026-0026936]
Kaufman, David J.	[CL2026-0026944]
King, Dwanye D.	[CL2026-0026492]
Kozlowski, Tammy M.	[CL2026-0026884]
Lane, Casandra D.	[CL2026-0027307]
Larry, Luelena	[CL2026-0026877]
Laury, Kenyaetta	[CL2026-0026814]
Lodhia, Dipak D.	[CL2026-0026901]
Luszcz, Derek	[CL2026-0026893]
Mai, Xue Y.	[CL2026-0026517]
Mancini, Gloria M.	[CL2026-0026888]
McClendon, Edward, Jr.	[CL2026-0026869]
McIntosh, Donna L.	[CL2026-0026524]
Nemes, Anca	[CL2026-0026900]
Neu, Erick A.	[CL2026-0026519]
Nguyen, My Phuong L.	[CL2026-0026871]

Ogunsanya, Peter	[CL2026-0026828]
Patterson, Otis C.	[CL2026-0026952]
Porte, Rosalba	[CL2026-0026891]
Progressive Insurance and Garrett, Linnea	[CL2026-0026918]
Progressive Insurance and Villani, Michael	[CL2026-0026929]
Qi, Evan	[CL2026-0026816]
Riley, Antonia D.	[CL2026-0026923]
Romero Perez, Evelyn D.	[CL2026-0026882]
Rozen, Rachel H.	[CL2026-0026873]
Sanchez, Eduardo J.	[CL2026-0026942]
Santarelli, Laura G.	[CL2026-0026815]
Serritos, Maria (3)	[CL2026-0026535, CL2026-0026538, CL2026-0026541]
Smith, Steven	[CL2026-0026497]
State Farm Mutual Insurance and Baker, Jonah H.	[CL2026-0026494]
Steinmetz, Margaret M.	[CL2026-0026532]
Tutaj, Tomasz W.	[CL2026-0026962]
Udischas, Megan	[CL2026-0026508]
United Security Insurance and Yunusa, Nadiaya	[CL2026-0026819]
Van Riel, Julia A.	[CL2026-0026649]
Vellucci Solari, Alessandra V.	[CL2026-0026515]
Wieckowicz, Mateusz S.	[CL2026-0026880]
Wilber & Associates O/B/O State Farm Mutual Automobile Insurance Company A/S/O Cortez, Hereberto	[CL2026-0027313]

Williams, Darnell [CL2026-0026902]

Wu, Zhihao [CL2026-0026501]

Ze, Nora [CL2026-0026825]

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT NOVEMBER 3, 2026, GENERAL ELECTION ON WHETHER ILLINOIS SHALL ADOPT MILLIONAIRE AMENDMENT FOR PROPERTY TAX RELIEF AND EDUCATION ENACTING 3 PERCENT TAX SURCHARGE ON MILLIONAIRES AND USE 50 PERCENT OF THIS NEW REVENUE TO PROVIDE PROPERTY TAX RELIEF FOR RESIDENTIAL AND COMMERCIAL TAXPAYERS AND 50 PERCENT TO IMPROVE STATE FUNDING FOR PUBLIC EDUCATION.

[O2026-0027073]

A proposed ordinance from Pat Quinn and LaShawn Ford, under the date of July 9, 2026, received in the Office of the City Clerk on July 9, 2026, transmitting a proposed ordinance calling for submission of public question by referendum to voters at November 3, 2026, general election on whether Illinois shall adopt millionaire amendment for property tax relief and education enacting 3 percent tax surcharge on millionaires and use 50 percent of this new revenue to provide property tax relief for residential and commercial taxpayers and 50 percent to improve state funding for public education, which was *Referred to the Committee on Committees and Rules*.

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT FEBRUARY 23, 2027, GENERAL ELECTION ON WHETHER ILLINOIS SHALL ADOPT MILLIONAIRE AMENDMENT FOR PROPERTY TAX RELIEF AND EDUCATION ENACTING 3 PERCENT TAX SURCHARGE ON MILLIONAIRES AND USE 50 PERCENT OF THIS NEW REVENUE TO PROVIDE PROPERTY TAX RELIEF FOR RESIDENTIAL AND COMMERCIAL TAXPAYERS AND 50 PERCENT TO IMPROVE STATE FUNDING FOR PUBLIC EDUCATION.

[O2026-0027074]

A proposed ordinance from Pat Quinn and LaShawn Ford, under the date of July 9, 2026,

received in the Office of the City Clerk on July 9, 2026, transmitting a proposed ordinance calling for submission of public question by referendum to voters at November 3, 2026, general election on whether Illinois shall adopt millionaire amendment for property tax relief and education enacting 3 percent tax surcharge on millionaires and use 50 percent of this new revenue to provide property tax relief for residential and commercial taxpayers and 50 percent to improve state funding for public education, which was *Referred to the Committee on Committees and Rules*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF BRYN MAWR AVENUE DISTRICT AT 900 THROUGH 1100 BLOCKS OF W. BRYN MAWR AVE. AS CHICAGO LANDMARK.

[O2026-0027059]

A communication from Dijana Cuvalo, Assistant Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of July 10, 2026, and received in the Office of the City Clerk on July 10, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Chicago Bryn Mawr Avenue District at 900 through 110 Blocks of West Bryn Mawr 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 SHOP BUILDING AT ALTGELD GARDENS AT 13100 S. ELLIS AVE. AS CHICAGO LANDMARK.

[O2026-0027058]

A communication from Dijana Cuvalo, Assistant Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of July 10, 2026, and received in the Office of the City Clerk on July 10, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Shop Building at Altgeld Gardens at 13100 South Ellis Avenue as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF SECTION 2-44-140 OF MUNICIPAL CODE REGARDING DEBT WAIVERS.

[O2026-0026243]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending Section 2-44-140 of the Municipal Code regarding debt waivers (O2026-0026243), 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 dissenting vote made by Alderperson Raymond Lopez (15th Ward) on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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:

SECTION 1. Section 2-44-140 of the Municipal Code of Chicago is amended by deleting the struck-through text and inserting the underlined text, as follows:

2-44-140 Debt Waiver.

Notwithstanding any other inconsistent or contrary provision of this Code, ~~following consultation with the Commissioner of Buildings,~~ the Commissioner of Housing is authorized to waive any debt and release associated liens for any residential or mixed-use building that is included in a Department of Housing initiative or program that supports neighborhood revitalization efforts, ~~and If the building is subject to an abatement proceeding under Section 14A-3-313, the Commissioner of Housing shall consult with the Commissioner of Buildings prior to approving such waiver.~~ the Commissioner of Housing shall consult with the Corporation Counsel shall coordinate with the Commissioner of Housing to ensure that the approved waiver is executed.

(Omitted text is not affected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

AUTHORIZATION FOR ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR LIEN REVENUE AND REFUNDING BONDS, SERIES 2026(B)(C)(D).

[O2026-0026370]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance approving the authority to issue Chicago O'Hare International Airport Senior Lien Revenue and Refunding Bonds, Series 2026(B)(C)(D) (O2026-0026370), 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 no dissenting vote on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City has previously issued various series of its Chicago O'Hare International Airport General Airport Revenue Bonds that are currently outstanding (the "Outstanding Senior Lien Bonds"); and

WHEREAS, The Outstanding Senior Lien Bonds are "Senior Lien Obligations" secured under the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018 between the City and U.S. Bank Trust Company, National Association, as trustee (the "Senior Lien Trustee"), as supplemented (the "Senior Lien Master Indenture"); and

WHEREAS, The City has previously authorized a commercial paper program approved by an ordinance adopted by the City Council of the City (the "City Council") on November 18, 2009 (and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date at pages 73563 to 73841, inclusive) providing for the issuance from time to time of commercial paper notes for Airport purposes (the "Commercial Paper Notes"); and

WHEREAS, The City has previously authorized a line of credit program approved by an ordinance adopted by the City Council on March 14, 2012 (and published in the *Journal* of such date at pages 21267 to 21587, inclusive) providing for the issuance from time to time of credit agreement notes for Airport purposes (the "Credit Agreement Notes"); and

WHEREAS, The Senior Lien Obligations, any Commercial Paper Notes and any Credit Agreement Notes (including bonds and notes payable from passenger facility charges or special facility revenues) currently or later outstanding, together with other payment obligations related thereto, are referred to collectively herein as the "Outstanding Airport Obligations"; and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, or Chicago O'Hare International Airport General Airport Senior Lien Revenue and Refunding Bonds, as appropriate (in each case, the "Additional Senior Lien Bonds") pursuant to the Senior Lien Master Indenture, in one or more series, for the purposes of: (i) funding the cost of certain capital projects for the Airport, including, without limitation, capital projects included in the O'Hare Capital Improvement Program, the O'Hare Modernization Program or the O'Hare Terminal Area Plan, which constitute Airport Projects under the Senior Lien Master Indenture and capitalized interest (the "Airport Projects"); (ii) refunding all or a portion of certain Outstanding Airport Obligations; (iii) undertaking one or more forward delivery refundings of all or a portion of certain Outstanding Airport Obligations (a "Forward Delivery Refunding"); and (iv) inviting owners of certain of its Outstanding Airport Obligations to tender such Outstanding Airport Obligations for purchase pursuant to one or more invitations (each, an "Invitation to Tender") and purchasing all or a portion of such Outstanding Airport Obligations tendered by the owner and accepted for purchase by the City (the "Tender Plan"); and

WHEREAS, Any series of the Additional Senior Lien Bonds may be issued such that the interest thereon is either includible in ("Taxable Bonds") or excludable from ("Tax-Exempt Bonds") the gross income of their owners for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, The City proposes to issue and sell Additional Senior Lien Bonds in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed \$4,560,000,000; now, therefore,

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

Part A.

Article I.

*Authorization, Findings And Determinations And
Approval Of Documents.*

SECTION 1.1. Authorization. The above recitals are incorporated in this ordinance. This ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. This ordinance authorizes the issuance of the Additional Senior Lien Bonds as follows: (i) Part A hereof authorizes the issuance of the Additional Senior Lien Bonds in an aggregate principal amount not to exceed \$4,560,000,000; (ii) Part B hereof authorizes the issuance, from time to time, of all or a portion of the Additional Senior Lien Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein, in the Senior Lien Master Indenture, and in the related supplemental indentures therein approved; (iii) Part C hereof sets forth provisions relating to the Additional Senior Lien Bonds and authorizes City officials to execute and deliver agreements relating to the matters authorized by this ordinance; and (iv) Part D hereof provides for the enactment of this ordinance.

SECTION 1.2. Findings And Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the Additional Senior Lien Bonds, the undertaking of the Tender Plan and the refunding of all or a portion of certain Outstanding Airport Obligations, and any other bonds, notes or other obligations issued by the City to finance or refinance Airport Projects will result in debt service savings or provide other benefits to the City and Airport;

(b) that the Airport Projects to be financed by the City with the proceeds of the Additional Senior Lien Bonds are necessary and essential to the efficient operation of the Airport;

(c) that the City's ability to issue the Additional Senior Lien Bonds from time to time, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms, including the ability to issue Additional Senior Lien Bonds under bond structures commonly referred to as "medium term" and "put option" (pursuant to which the Owners of such Additional Senior Lien Bonds have the option and/or obligation to tender such bonds for payment prior to their stated maturity dates or mandatory redemption dates and the City may permit such a "put option" with or without having available a Letter of Credit or Credit Facility sufficient to fund the purchase price of any Additional Senior Lien Bonds tendered for purchase pursuant to such "put option",

if an Authorized Officer determines that the terms and provisions of the "put option" will provide the City with sufficient time to fund or otherwise provide for the payment of such purchase price), will enhance the City's opportunities to obtain financing for the Airport;

(d) that from time to time it is desirable to refund certain Outstanding Airport Obligations; and

(e) authority is granted to the Mayor of the City (the "Mayor"), the Chief Financial Officer of the City appointed by the Mayor (the "Chief Financial Officer") or the City Comptroller of the City (the "City Comptroller"), with the concurrence of the Chairman of the Committee on Finance', to determine to sell one or more series of Additional Senior Lien Bonds, at one or more times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption and tender provisions and other terms, as and to the extent such officers determine that such sale is, or such sales are, desirable and in the best financial interest of the City and the Airport.

SECTION 1.3. Forms Of Documents. There has been presented to this City Council the form of the Eighty-Eighth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue and Refunding Bonds (attached hereto as Exhibit A).

SECTION 1.4. Debt Issuance. \$4,560,000,000 aggregate principal amount of Additional Senior Lien Bonds are hereby authorized to be issued pursuant to this Ordinance for the purposes specified in Part B.

SECTION 1.5. Title. This ordinance may hereafter be cited as the "2026 O'Hare Financing Ordinance".

Part B.

Article II.

Authority And Definitions.

SECTION 2.1. Authority For Part B. This Part B is authorized pursuant to the Senior Lien Master Indenture.

SECTION 2.2. Definitions.

(a) Except as provided in this section, all defined terms contained in this Part B and in Part C shall have the same meanings, respectively, as such defined terms are given in the Senior Lien Master Indenture.

(b) As used in this Part B and in Part C, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

“Authorized Officer” means (a) the Mayor, the Chief Financial Officer, or the City Comptroller or any other official of the City so designated by a Certificate signed by the Mayor or the Chief Financial Officer and filed with the Senior Lien 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.

“Bank” means a bank or other entity that has issued a Letter of Credit or provided a Credit Facility pursuant to a Reimbursement Agreement in order to secure a series of Additional Senior Lien Bonds.

“Bank Notes” means Senior Lien Obligations evidencing the obligations of the City to a Bank under a Reimbursement Agreement.

“Credit Facility” means a Credit Facility (as defined in the form of the Eighty-Eighth Supplemental Indenture) providing liquidity support with respect to a series of Additional Senior Lien Bonds.

“Eighty-Eighth Supplemental Indenture” means the Eighty-Eighth Supplemental Indenture Securing Chicago O’Hare International Airport General Airport Senior Lien Revenue and Refunding Bonds from the City to the Senior Lien Trustee relating to the initial series of Additional Senior Lien Bonds issued pursuant to this Ordinance.

“Letter of Credit” means a letter of credit securing the payment of the principal or purchase price of and interest on a series of Additional Senior Lien Bonds.

“Reimbursement Agreement” means an agreement between the City and a Bank pursuant to which a Letter of Credit or Credit Facility is issued with respect to a series of Additional Senior Lien Bonds.

“Remarketing Agent” means the placement or remarketing agent (subject to Bank approval) at the time serving as such under the Remarketing Agreement and designated by the City as the Remarketing Agent for purposes of the Eighty-Eighth Supplemental Indenture.

“Remarketing Agreement” means an agreement between the City and a Remarketing Agent pursuant to which the Remarketing Agent under certain circumstances will remarket Additional Senior Lien Bonds.

“Senior Lien Master Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018 from the City to the Senior Lien Trustee, as the same from time to time

may be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Senior Lien Trustee" means U.S. Bank Trust Company; National Association, and its successor in trust, as trustee under the Senior Lien Master Indenture and as Trustee under any Supplemental Indenture.

"Supplemental Indenture" means a supplemental indenture (i) authorizing a series of Additional Senior Lien Bonds, substantially in the form of the Eighty-Eighth Supplemental Indenture or (ii) otherwise provided for under Article VII of the Senior Lien Master Indenture.

Article III.

Authorization And Details Of Additional Senior Lien Bonds.

SECTION 3.1. Authorization Of Additional Senior Lien Bonds.

(a) All or a portion of the \$4,560,000,000 aggregate principal amount of Additional Senior Lien Bonds authorized by Section 1.4 of Part A of this ordinance may be issued as one or more series of Additional Senior Lien Bonds pursuant to the Senior Lien Master Indenture and one or more corresponding Supplemental Indentures and for the purposes specified in Section 3.2 of this Part B. The Additional Senior Lien Bonds may be issued bearing interest at: (i) a fixed interest rate or rates to maturity; (ii) a fixed interest rate or rates of specified durations ending prior to maturity; or (iii) a variable interest rate or rates, in each case as more fully set forth in the related Supplemental Indenture; such variable interest rates may include, without limitation, variable interest rates that are reset daily or weekly by the Remarketing Agent and variable interest rates (including rates determined at auction) commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds of a series bear interest at rates that differ from the rates borne by other bonds of the series and have different accrual and mandatory tender and purchase provisions (herein called "Variable Rates"), and may (though not required) be secured as to principal, purchase price and interest by one (1) or more Letters of Credits, Credit Facilities or Reimbursement Agreements. Any Additional Senior Lien Bonds that initially bear interest at a fixed interest rate of a specified duration ending before the maturity date thereof, or at a Variable Rate, may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related Supplemental Indenture. Any Additional Senior Lien Bonds that bear interest at a fixed rate may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

(b) The Additional Senior Lien Bonds shall mature not later than January 1, 2066. Any Additional Senior Lien Bonds issued as current interest bonds shall bear interest from

their respective dates of issuance, 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 thereof shall be discharged, payable as provided in the related Supplemental Indenture at a rate or rates not in excess of the lesser of 10 percent (10%) per annum or, so long as such Additional Senior Lien Bonds are secured by a Letter of Credit or Credit Facility, the maximum interest rate with respect to such Additional Senior Lien Bonds used for purposes of calculating the stated amount of such Letter of Credit or available amount under such Credit Facility. Any Additional Senior Lien Bonds issued as capital appreciation bonds shall accrue interest at a yield to maturity not to exceed 10 percent (10%) per annum. Any such capital appreciation bond shall accrue and compound interest as determined by the Authorized Officer at the time of the sale of such capital appreciation bond. Each series of Additional Senior Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase or mandatory purchase provisions, upon the terms and conditions set forth in the Senior Lien Master Indenture and the related Supplemental Indenture.

The redemption price may be based upon a formula designed to compensate the Owner of the Additional Senior Lien 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 the Additional Senior Lien Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price, which may vary depending on whether the Additional Senior Lien Bonds are issued on a taxable or tax-exempt basis. 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. Each series or subseries of Additional Senior Lien Bonds that bears interest at a variable rate or rates (including, without limitation, Additional Senior Lien Bonds that bear interest at a fixed rate for a certain interest period that ends prior to maturity) may be subject to mandatory or optional tender for purchase from time to time as set forth in the related Supplemental Indenture.

(c) The Additional Senior Lien Bonds shall be entitled "Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds", "Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds", or "Chicago O'Hare International Airport General Airport Senior Lien Revenue and Refunding Bonds", as appropriate. The Additional Senior Lien Bonds may be issued in one or more separate series, appropriately designated to indicate the year, the purpose of their issuance and order of their issuance. Each Additional Senior Lien Bond shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Senior Lien Master Indenture, as appropriate, and the related Supplemental Indenture.

(d) Each Additional Senior Lien Bond shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and

numbered and further designated and identified as provided in the Senior Lien Master Indenture and the related Supplemental Indenture.

(e) Principal of and premium, if any, on the Additional Senior Lien Bonds shall be payable at the designated corporate trust office of the Senior Lien Trustee or any Paying Agent as provided in the Senior Lien Master Indenture and related Supplemental Indenture. Payment of interest on the Additional Senior Lien Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Senior Lien Trustee mailed to the registered owner at the address of such registered owner as it appears on the registration books of the City kept by the Senior Lien Trustee or at such other address as is furnished to the Senior Lien Trustee in writing by such registered owner, or by wire transfer as further provided in the Senior Lien Master Indenture and related Supplemental Indenture.

(f) Subject to the limitations set forth in Section 1.4 of Part A of this ordinance and in this Article 111, authority is hereby delegated to either the Mayor or any other Authorized Officer to determine the aggregate principal amount of Additional Senior Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding one hundred ten percent (110%) of the principal amount of the Additional Senior Lien Bonds to be so redeemed), the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each Additional Senior Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof and whether the Additional Senior Lien Bonds should be in book-entry form.

SECTION 3.2. Purposes. Pursuant to Section 203 of the Senior Lien Master Indenture, the Additional Senior Lien Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the Additional Senior Lien Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of acquiring, constructing and equipping any Airport Project;

(b) the payment or refunding at or prior to maturity of all or any portion of any of the Outstanding Airport Obligations (including commercial paper notes and credit agreement notes), which payment or refunding may include all or part of the Forward Delivery Refunding and/or the Tender Plan;

(c) the funding of any Fund, Account or Dedicated Sub-Fund including, but not limited to, the funding of deposits, deposit of moneys in the Common Debt Service Reserve Sub-Fund, the Qualified Debt Service Reserve Sub-Fund, a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and

subaccounts (including capitalized interest accounts for any series of Senior Lien Obligations) as may be provided for in the Senior Lien Master Indenture and the Supplemental Indenture relating to such series; and

(d) the payment of the Costs of Issuance of the Additional Senior Lien Bonds, including the Tender Plan.

The proceeds of each series of Additional Senior Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer delivered in connection with the issuance of such series pursuant to the Senior Lien Master Indenture and the related Supplemental Indenture.

SECTION 3.3. Pledge Of Revenues And Other Available Moneys. The Additional Senior Lien Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by any Other Available Moneys pledged under the Senior Lien Master Indenture and the related Supplemental Indenture. The Additional Senior Lien Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. In connection with the issuance of any series of Additional Senior Lien Bonds secured by a pledge of or otherwise payable from Other Available Moneys, the City shall determine in the related Supplemental Indenture or by a Certificate of an Authorized Officer filed with the Senior Lien Trustee, all of the terms and conditions of such pledge, including the annual payment amount, the lien status thereof and the duration of such pledge.

SECTION 3.4. Amendment Of Indentures. The Mayor or any other Authorized Officer is hereby authorized to execute and deliver such amendatory Supplemental Indentures providing for amendments and restatements of the Senior Lien Master Indenture and existing Supplemental Indentures as may be required or helpful to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Senior Lien Master Indenture or to conform such existing Supplemental Indentures to the terms and conditions of the Senior Lien Master Indenture. The City Clerk is hereby authorized to attest any such amendatory Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

SECTION 3.5. Approval Of Supplemental Indentures.

(a) The form of the Eighty-Eighth Supplemental Indenture presented to this meeting is hereby approved in all respects with such revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by such Authorized Officer to evidence the approval by such Authorized Officer, as applicable, of all such revisions. Such revisions may include, among other things, (i) revisions required to conform to the applicable purpose for the issuance of Additional Senior Lien Bonds as provided in Section 3.2 of this Ordinance, (ii) revisions required in the case of the issuance of a series of Taxable Bonds, (iii) revisions required to

accommodate the sale of the Additional Senior Lien Bonds on a forward-delivery basis, (iv) revisions required to accommodate the sale of the Additional Senior Lien Bonds with mandatory or optional tender provisions, (v) revisions required to provide for the issuance of Additional Senior Lien Bonds as described in Section 1.2(c) of this ordinance and (vi) such other revisions as may otherwise be necessary or desirable to effect the purpose of this ordinance.

(b) The Mayor or any other Authorized Officer is hereby authorized, with respect to the initial series of Additional Senior Lien Bonds issued pursuant this ordinance, to execute and deliver the Eighty-Eighth Supplemental Indenture in substantially the form of the Eighty-Eighth Supplemental Indenture (as revised pursuant to subsection (a) above, the "Eighty-Eighth Supplemental Indenture") for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(c) The Mayor or any other Authorized Officer is hereby authorized, with respect to each additional series of Additional Senior Lien Bonds issued pursuant to this ordinance, to execute and deliver a Supplemental Indenture, for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(d) Each additional Supplemental Indenture shall be substantially in the form of the Eighty-Eighth Supplemental Indenture presented to this meeting and may contain such revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by such Authorized Officer to evidence the approval by such Authorized Officer, as applicable, of all such revisions. Such revisions may include, among other things, (i) revisions required to conform to the applicable purpose for the issuance of Additional Senior Lien Bonds as provided in Section 3.2 of this ordinance, (ii) revisions required in the case of the issuance of a series of Taxable Bonds, (iii) revisions required to accommodate the sale of the Additional Senior Lien Bonds on a forward-delivery basis, (iv) revisions required to accommodate the sale of the Additional Senior Lien Bonds with mandatory or optional tender provisions, (v) revisions required to provide for the issuance of Additional Senior Lien Bonds as described in Section 1.2(c) of this ordinance and (vi) such other revisions as may otherwise be necessary or desirable to effect the purpose of this ordinance.

(e) The execution and delivery by the Mayor or any other Authorized Officer of the Eighty-Eighth Supplemental Indenture and each additional Supplemental Indenture shall constitute conclusive evidence of approval by such signatory of each such Supplemental Indenture as executed and delivered.

SECTION 3.6. Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the Senior Lien Master Indenture, or in any Supplemental Indenture: (a) apply Additional Senior Lien Bond proceeds to the funding of any prior debt service reserve fund; (b) transfer moneys among debt service reserve funds; (c) deposit other moneys of the City to any debt service reserve fund; (d) apply for Airport purposes moneys released from debt service

reserve funds upon the redemption or defeasance of bonds; and (e) create by the Supplemental Indenture a new common reserve fund for multiple series of Additional Senior Lien Bonds, including bonds authorized by this Article III and bonds authorized by subsequent ordinances. As used in this section, the term "debt service reserve funds" includes the Common Debt Service Reserve Sub-Fund and the Qualified Debt Service Reserve Sub-Fund.

SECTION 3.7. Qualified Credit Instruments. The Authorized Officer is hereby authorized to arrange for the provision of (a) one or more Qualified Credit Instruments and (b) one or more Qualified Reserve Account Credit Instruments (as defined in the Fifty-Second Supplemental Indenture) as security for all or a portion of the Additional Senior Lien Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of the Airport. Any premiums for the purchase of Qualified Credit Instruments or Qualified Reserve Account Credit Instruments shall be a Cost of Issuance.

SECTION 3.8. Approval Of Amendment. By the purchase of the Additional Senior Lien Bonds, purchasers of such Additional Senior Lien Bonds agree, for themselves and any successor Owners, to the provisions of any one or more Senior Lien Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part B, Section 2.5(g) of that certain ordinance which was adopted by the City Council of the City on November 18, 2009 (and published in the *Journal* of such date at pages 73563 through 73841, inclusive), relating to bond financing for the Airport, including, but not limited to, the amendment of the Senior Lien Master Indenture contained in the Thirty-Seventh Supplemental Indenture.

SECTION 3.9. Approval Of Reimbursement Agreement; Authorization Of Bank Notes. The Mayor or any other Authorized Officer is hereby authorized, with respect to each applicable series of Additional Senior Lien Bonds, to execute and deliver a Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions in text as the Mayor or any other Authorized Officer shall determine are necessary or desirable in connection with the sale of Additional Senior Lien Bonds, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of any and all changes or revisions therein. The Mayor or any other Authorized Officer is hereby further authorized to execute and deliver a Bank Note pursuant to each Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the related Reimbursement Agreement, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of any and all changes or revisions therein. The interest rate payable on any Bank Note shall not exceed fifteen percent (15%) per annum and the maturity thereof shall not be later than five (5) years after the latest maturity date of the related series of Additional Senior Lien Bonds. The annual fee payable to any Bank under a Reimbursement Agreement shall be determined by the Authorized Officer as shall be in the best interest of the City in the operation of the Airport under then existing market conditions. The obligations of the City under each Reimbursement Agreement and under each Bank Note do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any

constitutional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City secured by a pledge of the Revenues and by the other specified sources pledged under the Senior Lien Master Indenture and the related Supplemental Indenture, and shall be valid claims only against the funds and assets and other money held by the Senior Lien Trustee with respect thereto and against such Revenues.

SECTION 3.10. Approval Of Form Of Remarketing Agreement. The Mayor or other Authorized Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to each series of Additional Senior Lien Bonds in substantially the form previously used for similar financings of the City with appropriate revisions in text as the Authorized Officer shall determine are necessary or desirable, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The execution and delivery of each such Remarketing Agreement shall constitute conclusive evidence of any and all of such changes and revisions.

SECTION 3.11. Appointment Of Remarketing Agent. The Mayor or any other Authorized Officer is hereby delegated the authority to appoint a Remarketing Agent with respect to each series of Additional Senior Lien Bonds, in the manner provided in the Senior Lien Master Indenture and the related Supplemental Indenture.

SECTION 3.12. Auction Rate Securities Documents.

(a) Authority is delegated to the Mayor or any other Authorized Officer to authorize the issuance of Additional Senior Lien Bonds as Auction Rate Securities and in connection therewith to execute and deliver for or on behalf of the City a Broker-Dealer Agreement in substantially the form of broker-dealer agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or any other Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of such changes and modifications. The City Clerk is hereby authorized to attest each such Broker-Dealer Agreement and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) Authority is delegated to the Mayor or any other Authorized Officer to direct the Senior Lien Trustee to enter into an Auction Agent Agreement with respect to Auction Rate Securities in substantially the form of auction agent agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or any other Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of such changes and modifications.

SECTION 3.13. Appointment Of Auction Rate Securities Parties. Authority is hereby delegated to the Mayor or any other Authorized Officer to appoint each Auction Agent under each Auction Agent Agreement and each Broker-Dealer under each Broker-Dealer Agreement.

Part C.

Article IV.

Bond Sales And Related Matters.

SECTION 4.1. Application And Definitions.

(a) The provisions of this Part C are applicable to Additional Senior Lien Bonds issued pursuant to Part B of this Ordinance and shall be applied in conjunction therewith. Terms defined in Parts A, B and C shall have the same meanings when used in this Part C.

(b) As used in this Part C, unless the context shall otherwise require, the term "Code" means the Internal Revenue Code of 1986.

SECTION 4.2. Sale Of Additional Senior Lien Bonds.

(a) Subject to the limitations contained in this ordinance, authority is hereby delegated to each Authorized Officer to sell the Additional Senior Lien Bonds in one or more series from time to time to one or more underwriters selected by the Authorized Officer pursuant to one or more Contracts of Purchase (including Forward Delivery Contracts of Purchase) with respect to the Additional Senior Lien Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of the Additional Senior Lien Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof.

(b) The Additional Senior Lien Bonds may be issued under bond structures commonly referred to as "medium term" and "put option", which provisions pursuant to which the Owners of such Additional Senior Lien Bonds have the option and/or obligation to tender such Additional Senior Lien Bonds for payment prior to their stated maturity dates or mandatory redemption dates and the City may permit such a "put option" with or without having available a credit facility sufficient to fund the purchase price of any Additional Senior Lien Bonds tendered for purchase pursuant to such "put option", if an Authorized Officer determines that the terms and provisions of the "put option" will provide the City with sufficient time to fund or otherwise provide for the payment of such purchase price.

(c) In addition, one or more of the Additional Senior Lien Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code, if determined by the Authorized Officer to be beneficial to the City in the operation of the Airport.

(d) The Mayor or any other Authorized Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase relating to the Additional Senior Lien Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds (and with such revisions, additions and other changes customarily made for contracts used in connection with bond issues similar to the Forward Delivery Refunding), by the City together with such changes thereto and modifications thereof as shall be approved by an Authorized Officer, as the case may be, subject to the limitations contained in this Ordinance, the execution and delivery thereof by such Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and modifications.

(e) To evidence the exercise of the authority delegated to the Mayor or any other Authorized Officer by this ordinance, the Mayor or such other Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of Additional Senior Lien Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or any other Authorized Officer shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the Additional Senior Lien Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(f) An Authorized Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the Additional Senior Lien Bonds. Each Preliminary Official Statement (or applicable parts thereof) shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the Additional Senior Lien Bonds are hereby authorized and approved. An Authorized Officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as such Authorized Officer shall deem advisable, and the Mayor or any other Authorized Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement by such Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and completions.

(g) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or one or more portions of the Additional Senior Lien Bonds.

(h) The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each 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 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby 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 the Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Additional Senior Lien Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

SECTION 4.3. Execution And Delivery Of Additional Senior Lien Bonds. Pursuant to the Senior Lien Master Indenture, the Mayor (or the Mayor's proxy pursuant to Section 4.9) shall execute the Additional Senior Lien Bonds on behalf of the City, by manual, facsimile, digital or electronic signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Additional Senior Lien Bonds and they shall be attested by the manual, facsimile, digital or electronic signature of the City Clerk. The Additional Senior Lien Bonds shall, upon such execution on behalf of the City, be delivered to the Senior Lien Trustee for authentication and thereupon shall be authenticated by the Senior Lien Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Additional Senior Lien Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

SECTION 4.4. Redemption, Purchase, Tender And Exchange. The Mayor or any other Authorized Officer is authorized to direct that the Outstanding Airport Obligations to be redeemed be called for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the Outstanding Airport Obligations to be redeemed and to select the redemption date or dates or purchase date or dates for Outstanding Airport Obligations to be redeemed or purchased. The Mayor or any other Authorized Officer is authorized: (a) to tender for Outstanding Airport Obligations 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 such other Authorized Officer; (b) to exchange Additional Senior Lien Bonds for Outstanding Airport Obligations; (c) on behalf of the City to enter into such agreements with bondholders and financial institutions and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase or exchange of Outstanding Airport Obligations; (d) to select a dealer manager or group of dealer managers (the "Dealer Manager") to undertake the Tender Plan pursuant to a separate dealer manager agreement (the "Dealer Manager Agreement") between the City and the Dealer Manager; (e) to enter into one or more Dealer Manager Agreements and to approve and deliver an Invitation of Tender; and (f) to select one or more remarketing agents and enter into one or more remarketing agreements in connection with the exercise of any "put option" under this ordinance.

SECTION 4.5. Escrow Deposit Agreements. To provide for the payment or retirement of the Outstanding Airport Obligations, an Authorized Officer is hereby 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 such Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of such changes and modifications.

SECTION 4.6. Tax Directives. With respect to Tax Exempt Bonds, the City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 412 of the Senior Lien Master Indenture. Nothing contained in this Ordinance shall limit the ability of the City to issue a portion of the Additional Senior Lien Bonds as Taxable Bonds, the interest on which will be ineluctable in the gross income of the owners thereof for Federal income tax purposes under the Code, in each case if determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport.

SECTION 4.7. Public Approval. The actions of the Finance Committee with respect to the notice for and the holding of a public hearing in connection with the Additional Senior Lien Bonds are hereby ratified and confirmed in all respects. The adoption of this Ordinance shall constitute the public approval of the Additional Senior Lien Bonds for purposes of Section 147(f) of the Code.

SECTION 4.8. Performance Provisions. The Mayor, any other Authorized Officer, the Commissioner of Aviation, and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the Senior Lien Master Indenture, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, the Senior Lien Master Indenture, and the Supplemental Indenture, including but not limited to, the exercise following the delivery date of any Additional Senior Lien Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Additional Senior Lien Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, any other Authorized Officer, the Commissioner of Aviation, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance and the Senior Lien Master Indenture or to evidence said authority.

SECTION 4.9. Proxies. Each Authorized Officer may each designate another to act as their respective proxy and, as applicable, to affix their respective signatures to the Additional Senior Lien Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by an Authorized Officer pursuant to this ordinance and any instrument, certificate or document required thereby, by the

Senior Lien Master Indenture or any Supplemental Indenture. In such 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 such Authorized Officer. A written signature of an Authorized Officer 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 of the City of Chicago* for such date and filed in the office of the City Clerk. When the signature of an Authorized Officer is so affixed to an instrument, certificate or document at the direction of such Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by such Authorized Officer in person.

Part D.

Article V.

Enactment.

SECTION 5.1. Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Article, Section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 5.2. Prior Inconsistent Ordinances. If any provision of this ordinance is in conflict with or inconsistent with any ordinances or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency. No provision of the Municipal Code of Chicago (the "Municipal Code") or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this Ordinance, or to impair the security for or payment of the instruments authorized by this Ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 5.3. Effective Date. This ordinance shall be in full force and effect immediately upon its passage by this City Council and approval by the Mayor.

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

Exhibit "A".
(To Ordinance)

[EIGHTY-EIGHTH] SUPPLEMENTAL INDENTURE

From

City of Chicago

To

U.S. Bank Trust Company, National Association,
as Trustee

Securing

Chicago O'Hare International Airport
General Airport Senior Lien Revenue and Refunding Bonds,
Series 2026[B][C][D]

Dated as of October 1, 2026

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018 between the City of Chicago and U.S. Bank National Association.

[Eighty-Eighth] Supplemental Indenture.

THIS [EIGHTY-EIGHTH] SUPPLEMENTAL INDENTURE, made and entered into as of October 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 U.S. Bank Trust Company, National Association (the "*Trustee*"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as Trustee.

WITNESSETH:

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago O'Hare International Airport; and

WHEREAS, the City has entered into a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, with the Trustee (the "*Indenture*") which authorizes the issuance of Senior Lien Obligations (as therein defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Senior Lien Section 208 Obligations (as therein defined); and

WHEREAS, pursuant to Section 1012 of the Indenture, U.S. Bank Trust Company, National Association is the successor to U.S. Bank National Association, as the Trustee under the Indenture; and

[WHEREAS, the City has entered into the Eighty-Fourth Supplemental Indenture dated as of December 1, 2025 with the Trustee (the "*Eighty-Fourth Supplemental Indenture*") creating the Qualified Debt Service Reserve Sub-Fund; and]

[WHEREAS, the Bonds (defined herein) are a Series of Qualified Bonds as defined in the Eighty-Fourth Supplemental Indenture; and]

WHEREAS, in order to provide funds to finance [the payment, or the reimbursement for the payment, of the costs of one or more Airport Projects, as defined in the Indenture, including the 2026[B] Airport Projects (as hereinafter defined) and the refunding and defeasance at or prior to maturity of certain Prior Airport Obligations (as hereinafter defined)] [the refunding and defeasance at or prior to maturity of certain Prior Airport Obligations (as hereinafter defined)] [undertaking a current refunding of certain of its Prior Airport Obligations tendered and accepted for purchase pursuant to an invitation to tender ("*Tender Plan*")], the City has authorized the issuance and sale of \$_____ aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[B][C][D] (the "*Bonds*") pursuant to the Indenture and this [Eighty-Eighth] Supplemental Indenture; and

WHEREAS, the Bonds and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate

variations, omissions and insertions as permitted or required by the Indenture or this [Eighty-Eighth] Supplemental Indenture, to wit:

[FORM OF BOND]

No. R-_____

\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO
Chicago O'Hare International Airport
General Airport Senior Lien [Revenue and Refunding Bond], [Taxable]
Series 2026[B][C][D]**

<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
January 1, 20____	October ____, 2026	167591 ____

CURRENT MODE:

(If the current Interest Mode is a Flexible Mode, a Term Rate Mode or an Adjustable Long Mode, additional information is set forth in the Notice of Rate Period attached hereto.)

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

AS HEREINAFTER DESCRIBED, UNDER CERTAIN CIRCUMSTANCES ON CERTAIN DATES THIS BOND IS PERMITTED TO BE, OR IS REQUIRED TO BE, TENDERED FOR PURCHASE TO THE TRUSTEE OR THE TRUSTEE'S AGENT AT THE PURCHASE PRICE SPECIFIED HEREIN. THE REGISTERED OWNER HEREOF WHO ELECTS TO TENDER THIS BOND, OR IS REQUIRED TO TENDER THIS BOND, FOR PURCHASE SHALL BE ENTITLED SOLELY TO THE PAYMENT OF SUCH PURCHASE PRICE ON THE APPLICABLE PURCHASE DATE, AND SHALL NOT BE ENTITLED TO THE PAYMENT OF ANY PRINCIPAL HEREOF OR ANY INTEREST ACCRUED HEREON ON OR AFTER SUCH DATE.

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 hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum 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 (as defined in the hereinafter defined [Eighty-Eighth] Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for.

The 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 limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the Trust Estate as defined in the hereinafter defined [Eighty-Eighth] Indenture) pledged to such payment under the Indenture and certain other moneys held by or on behalf of the Trustee, and no registered owner or owners of the Bonds shall have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth below, and such further provisions shall for all purposes have the same effect as if set forth at this place.

IT IS HEREBY 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 Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This 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 Bond to be executed in its name by the manual, facsimile, digital or electronic signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual, facsimile, digital or electronic signature of its City Clerk.

Dated: _____

CITY OF CHICAGO

By: _____
Mayor

[SEAL]

Attest:

By: _____
City Clerk

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

[DTC LEGEND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Payments. The principal of and premium, if any, on Bonds bearing interest at a Bank Rate, a Short Rate, a Term Rate or an Adjustable Long Rate shall be payable in lawful money of the United States of America at the corporate trust office of the Trustee, upon presentation and surrender of such Bonds. The principal of and premium, if any, on Bonds bearing interest at a Fixed Rate shall be payable at the corporate trust office of the Trustee or, at the option of the registered owner, at the corporate trust office of any Paying Agent, if any, named in any such Bond, upon presentation and surrender of such Bonds. Any payment of the purchase price of a Tendered Bond shall be payable at the corporate trust office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond as hereinafter described.

Interest on Bonds bearing interest at a Daily Rate, Weekly Rate, an Adjustable Long Rate, a Term Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the persons appearing on the Bond Register as the registered owners thereof as of the close of business of the Trustee on the Record Date at the address 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 such registered owners not later than the Record Date. Payment of interest on Bonds bearing interest at a Flexible Rate shall be made to the persons appearing on the Bond Register as the registered owners thereof as of the close of business of the Trustee on the Record Date, upon presentation and surrender of such Bonds at the corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Bond shall be made to such registered owner of \$1,000,000 or more in aggregate principal amount of 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; *provided* that such wire transfer shall only be made for Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Bonds at the corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer on each Interest Payment Date at the wire transfer address specified in the Credit Facility (or such other wire transfer address as is specified by the Bank in writing from time to time).

Interest accrued on the Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date. Interest on the Bonds shall be computed (i) during any Short Mode upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed, (ii) during any Adjustable Long Mode, a Term Rate Mode or a Fixed Mode, upon the basis of a 360-day year consisting of twelve 30-day months, and (iii) with respect to Bank Bonds, upon the basis of a 360 day year and the actual number of days elapsed.

General. This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$_____ (the "*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 a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018, between the City and the Trustee, as supplemented and amended to date including by the [Eighty-Eighth] Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[B][C][D], dated October 1, 2026, between the City and the Trustee (the "[*Eighty-Eighth Supplemental Indenture*" and, together with the Master Indenture, the "*Indenture*"), for the purposes of [(i) paying the costs of certain projects for Chicago O'Hare International Airport which constitute Airport Projects (as defined in the Indenture), (ii) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), (iii) funding a deposit to the Common Debt Service Reserve Sub-Fund (as defined in the Indenture), (iv) paying capitalized interest, if any, on the Bonds and on Prior Airport Obligations, and (iv) paying costs and expenses incidental thereto and to the issuance of the Bonds] [(i) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), (ii) effecting the current refunding of certain outstanding Prior Airport Obligations pursuant to the Tender Plan (as defined in the Indenture), and (iii) paying costs and expenses incidental thereto and to the issuance of the Bonds] [(i) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), (ii) funding a deposit to the Qualified Debt Service Reserve Sub-Fund (as defined in the Indenture), and (iii) paying costs and expenses incidental thereto and to the issuance of the Bonds]. The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) deposited into the Series 2026[B][C][D] Dedicated Sub-Fund and pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

As provided in the 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 Master Indenture. The aggregate principal amount of bonds that may be issued pursuant to the Indenture is not limited and all bonds issued and to be issued pursuant to the Indenture, including the Bonds, are and will be equally secured by the pledges and covenants made therein, except as otherwise provided or permitted in the Master 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 thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to

the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Definitions. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

Interest Rates. The Bonds shall initially bear interest at a Term Rate as provided in the Indenture, and thereafter at a Term Rate as provided in the Indenture until and unless any portion thereof is converted to a different Interest Mode as provided in the Indenture.

Daily Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the Daily Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Daily Rate for any Rate Period is not determined by the Remarketing Agent, the rate of interest borne by the Bonds bearing interest at a Daily Rate shall be equal to 110% of the SIFMA Municipal Index until the Remarketing Agent next determines the Daily Rate as required under the Indenture.

Weekly Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the Weekly Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Weekly Rate for any Rate Period is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Bonds bearing interest at a Weekly Rate shall be equal to the last determined Weekly Rate until the Remarketing Agent next determines the Weekly Rate as required under the Indenture; provided, however, that if the Weekly Rate is not set by the Remarketing Agent for two consecutive weeks, the rate of interest borne by the Bonds bearing interest at the Weekly Rate shall be equal to 110% of the SIFMA Municipal Index until the Remarketing Agent next determines the Weekly Rate as required under the Indenture.

Flexible Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the duration of the Rate Period and the Flexible Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Flexible Rate for any Bond is not determined by the Remarketing Agent on any Rate Determination Date, (a) if the new Rate Period has been established, then such Bond shall bear interest at a Flexible Rate equal to 110% of the most recently announced rate for "AA" Financial Commercial Paper as shown in the Federal Reserve Composite Index of Rates for commercial paper having a duration to maturity that is closest to the duration of the new Rate Period or (b) if no new Rate Period has been established, such Bond shall bear interest at a Flexible Rate equal to 110% of the most recently announced rate for 30 day "AA"

Financial Commercial Paper as shown in the Federal Reserve Composite Index of Rates for a Rate Period of the shortest possible duration.

Adjustable Long Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the Adjustable Long Rate in the manner set forth in the Indenture. In the event that the Adjustable Long Rate for any Bond is not determined by the Remarketing Agent for the initial Rate Period, the rate of interest borne by such Bonds shall be determined pursuant to the Indenture. Except on an Adjustment Date, if the Remarketing Agent shall fail to determine an Adjustable Long Rate on a Rate Determination Date for a Rate Period within an Adjustable Long Mode, the Bonds shall automatically convert to a Rate Period of 367 days and shall bear interest at an Adjustable Long Rate equal to 105 % of the yield to maturity on United States Treasury fixed rate obligations having a maturity that is closest to the date that is 367 days after the Rate Determination Date, as most recently published in the *Wall Street Journal* prior to the Adjustment Date.

Term Rate Mode. The Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the Term Rate in the manner set forth in the Indenture. In the event that the Term Rate for any Bond is not determined by the Remarketing Agent for the initial Rate Period, the rate of interest borne by such Bonds shall be determined pursuant to the Indenture.

Fixed Mode. From and after the Fixed Rate Conversion Date for a Bond, such Bond shall bear interest at the Fixed Rate with respect thereto established as provided below under "Conversion to a Fixed Rate."

Bank Rate. Each Bank Bond shall bear interest at the Bank Rate.

Maximum Interest Rate. At no time shall the Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate, and at no time shall Bonds entitled to the benefit of the Credit Facility bear interest at a rate higher than the Interest Coverage Rate.

[*Other Available Moneys Certificate* means the Other Available Moneys Certificate, substantially in the form attached hereto as Exhibit A, signed by the Chief Financial Officer or City Comptroller and filed with the Trustee.]

Purchase on Demand Date. While a Bond (other than a Bank Bond) bears interest at a Daily Rate, such Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the registered owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable telephonic or written notice (which telephonic notice shall be confirmed in writing and which written notice may be given by telecopy or email) to both the Trustee's Agent and the Remarketing Agent, which notice must be received not later than 10:00 a.m., Chicago time, on a Business Day in order to be effective on that date. Any notice received after 10:00 a.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify the principal amount and number of such Bond, the name and the address of such registered owner and the taxpayer identification number, if any, of such registered owner.

While a Bond (other than a Bank Bond) bears interest at a Weekly Rate, such Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor

upon the demand of the registered owner thereof, at a purchase price equal to the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy or email) to the Trustee's Agent and the Remarketing Agent, which notice must be received by the Trustee's Agent and the Remarketing Agent not later than 4:00 p.m., Chicago time, on a Business Day in order to be effective on that day (any notice received after 4:00 p.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day). Such notice must specify (i) the principal amount and number of such Bond, the name and the address of such registered owner and the taxpayer identification number, if any, of such registered owner, and (ii) the Demand Date on which such Bond is to be purchased.

Purchase on Notice of Certain Events of Default under Credit Agreement While Credit Facility is Required. During the period a Credit Facility is required by the Indenture, the Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the registered owners thereof to the Trustee when the Trustee gives Immediate Notice to the registered owners of such Bonds and the Remarketing Agent of the occurrence and continuation of a Credit Agreement Default. In such case, the registered owner of any such Bond required to be purchased may not elect to retain its Bond, and by the acceptance of such Bond shall be deemed to have agreed to sell such Bond to the Trustee on the date specified pursuant to the Indenture.

Purchase While Bonds Bear Flexible Rate. While any Bond (other than a Bank Bond) bears interest at a Flexible Rate, such Bond shall be purchased on each Rate Change Date for such Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode at a purchase price equal to the principal amount thereof. The registered owner of such Bond may not elect to retain its Bond.

Purchase Prior to Stated Termination Date When Required Substitute Credit Facility Not in Place; Purchase Prior to Credit Substitution Date; Purchase Prior to Credit Facility Cancellation Date. During the period a Credit Facility is required under the Indenture, all Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) shall be purchased (a) on the Business Day prior to each Stated Termination Date of the Credit Agreement, and (b) on the Business Day immediately preceding each Credit Substitution Date, unless each Rating Agency then providing a short-term rating on the Bonds confirms that such short-term rating will not be withdrawn or reduced as a result of the delivery of such Substitute Credit Facility. If a Credit Facility is no longer required pursuant to the Indenture, all Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) shall be purchased on the Business Day prior to the Credit Facility Cancellation Date. A purchase of Bonds pursuant to this paragraph shall be at a purchase price for each such Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The registered owner of such Bond may not elect to retain its Bond.

Purchase While Bonds Bear Adjustable Long Rate. While any Bond (other than a Bank Bond) bears interest at an Adjustable Long Rate, such Bond shall be purchased on each Rate Change Date within an Adjustable Long Mode for such Bond, other than the Rate Change Date which is the first day of an Adjustable Long Mode applicable to such Bond, and on the Adjustment Date immediately following the last day of such Adjustable Long Mode, at a purchase price equal to 100 percent of the principal amount thereof. The registered owner of such Bond may not elect to retain its Bond.

Purchase While Bonds Bear Term Rate. While any Bond bears interest at a Term Rate, such Bond shall be purchased on each Rate Change Date within a Term Rate Mode for such Bond, other than the Rate Change Date which is the first day of a Term Rate Mode applicable to such Bond, and on the Adjustment Date immediately following the last day of such Adjustable Long Mode, at a purchase price equal to 100 percent of the principal amount thereof. The registered owner of such Bond may not elect to retain its Bond. In the event that the Bonds are not purchased or redeemed on or prior to such Rate Change Date or such Adjustment Date, as applicable: (a) the City shall have no obligation to purchase the Bonds tendered on such date, (b) the failure to pay the Purchase Price for the Bonds on such Mandatory Tender Date will not constitute an Event of Default under the Bonds, the Senior Lien Master Indenture or under any Supplemental Indenture, (c) the mandatory tender will be deemed to have been rescinded with respect to such Bonds, (d) such Bonds will continue to be Outstanding, (e) such Bonds will be redeemed or otherwise paid at a later date with the proceeds of a future refinancing of the Bonds or, if necessary, available funds from the City, and (f) such Bonds will bear interest at 10.000% per annum (the "Stepped Rate") from such Rate Change Date or such Adjustment Date, as applicable, until such Bonds are redeemed or otherwise paid. There is no assurance that the City will be successful in its efforts to refinance the Bonds or provide available funds at the end of the initial Rate Period.

Purchase on Adjustment Date. On each Adjustment Date with respect to a Bond (other than a Bank Bond), such Bond shall be purchased as provided in the Indenture at a purchase price equal to the principal amount thereof, except that (i) a Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased as described under "Purchase While Bonds Bear Flexible Rate" above, and (ii) a Bond which is to be purchased on an Adjustment Date which immediately follows the scheduled final day of an Adjustable Long Mode shall be purchased as described under "Purchase While Bonds Bear Adjustable Long Rate" above. The registered owner of such Bond may not elect to retain its Bond. The registered owner of such Bond may not elect to retain its Bond and (iii) a Bond which is to be purchased on an Adjustment Date which immediately follows the scheduled final day of a Term Rate Mode shall be purchased as described under "Purchase While Bonds Bear Term Rate" above.

Payment of Purchase Price. Bonds remarketed by the Remarketing Agent shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 a.m., Chicago time, on the date of purchase against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 11:00 a.m., Chicago time, on the date of purchase. The Trustee's Agent shall pay the purchase price of each Tendered Bond from the sources specified in the Indenture, to the registered owner thereof by 1:30 p.m., Chicago time, on the purchase date; *provided* that the Trustee's Agent shall have confirmed that such registered owner has delivered such Tendered Bond (with any necessary endorsements) to the Principal Office of the Trustee's Agent no later than 12:00 noon, Chicago time, on such date.

In the event that sufficient moneys are on deposit with the Trustee to pay the applicable purchase price of any Tendered Bond, such Tendered Bond will be deemed to have been purchased whether or not delivered by the registered owner thereof on the date such Tendered Bond is to be purchased. In the event any such purchased Tendered Bond is not so delivered, the City will execute and the Trustee will authenticate and deliver a replacement Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding.

No Remarketing After Certain Defaults. Unless consented to in writing by the City, the Remarketing Agent[,] [and the Bank], (a) if during the period a Credit Facility is required pursuant to the Indenture, there is no Credit Facility in effect, there shall be no remarketing of Tendered Bonds, and (b) if there shall have occurred and be continuing an Event of Default under the Indenture of which an authorized officer in the principal office of the Remarketing Agent or an authorized officer in the corporate trust office of the Trustee has actual knowledge. In addition, the Remarketing Agent shall be under no obligation to remarket Bonds upon the occurrence and continuance of a Credit Agreement Default under the Indenture.

Conversion to an Adjustable Long Mode or Short Mode. The City may designate a different Interest Mode with respect to any Bond during a Flexible Mode, a Term Rate Mode or one or more Adjustable Long Modes on any Rate Change Date, during a Daily Mode or Weekly Mode on any Business Day, upon compliance with the Indenture.

In the event that the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Bond or if any relevant opinion required is not delivered, the immediately succeeding Interest Mode with respect to the Bonds in the Interest Mode then ending shall be determined as provided in the Indenture.

Designation of Substitute Adjustment Date. The City may designate a Substitute Adjustment Date (i) for any Bank Bonds (*provided that such Bank Bonds shall continue to bear interest at the Bank Rate as long as they remain Bank Bonds*), with Bank Approval, on any Business Day, and (ii) for any Bonds in an Adjustable Long Mode, on any Business Day on which such Bonds can be optionally redeemed at a price of par plus accrued interest as set forth in the Indenture. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Bonds for all purposes of the Indenture.

Fixed Rate Conversion. Subject to the conditions set forth in the [Eighty-Eighth] Supplemental Indenture, on any Rate Change Date during a Flexible Mode, Term Rate Mode or an Adjustable Long Mode, or on any Business Day during a Daily Mode or a Weekly Mode, the interest rate to be borne by all or any portion of the Bonds in such Interest Mode shall be converted to a Fixed Rate, and such Bonds so converted shall thereafter bear interest at such Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture.

If the conversion of the interest rate of any Bond does not occur for any reason, including in the event that any condition precedent to the Fixed Rate Conversion shall not occur, such Bonds shall bear interest from and after the proposed Fixed Rate Conversion Date as provided in the Indenture.

Effect of Notices. Any notice mailed as provided herein shall be conclusively presumed to have been given, whether or not the registered owner of Bonds receives the notice.

Redemption. The Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided below.

(a) *Optional Redemption.* (i) Bonds in a Daily Mode or a Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Daily Mode or

Weekly Mode, at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date.

(ii) Bonds in an Adjustable Long Mode or a Fixed Mode shall be subject to redemption prior to their Maturity Date, at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) at a Redemption Price equal to or greater than 100% of the principal amount of Bonds called for redemption plus accrued interest, if any, to the redemption date.

(iii) Bonds bearing interest at a Flexible Rate, a Term Rate or an Adjustable Long Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) at a Redemption Price equal to or greater than 100% of the principal amount of the Bonds plus accrued interest, if any, to the redemption date.

(b) *Optional Redemption of Bank Bonds.* Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date.

(c) *Mandatory Redemption of Bank Bonds.* Bank Bonds shall be subject to mandatory redemption prior to their Maturity Date in accordance with the schedule provided in the applicable Credit Agreement.

[(d) *Mandatory Redemption of Bonds Bearing Term Rate.* Bonds in a Term Rate Mode for which the purchase price required pursuant to the Indenture is not available on such Rate Change Date when due shall be subject to mandatory redemption on such Rate Change Date at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date.]

[(e) The Bonds are also subject to mandatory sinking fund redemption at the times, in the amounts, at the price and in the manner set forth in Section 3.11(c) of the [Eighty-Eighth] Supplemental Indenture.]

General Provisions Regarding Redemptions. (i) No redemption of less than all of the Bonds outstanding shall be made pursuant to (a), (b) or (c) above unless (i) if such redemption is of Bonds bearing interest at a Short Rate or an Adjustable Long Rate, the aggregate principal amount of Bonds to be redeemed is equal to \$100,000 or integral multiples thereof and (ii) if such redemption is with respect to Bonds bearing interest at a Fixed Rate, the aggregate principal amount of Bonds to be redeemed is equal to \$100,000 or \$5,000 multiples in excess thereof. Any redemption of less than all of the Bonds outstanding shall be made in such a manner that all Bonds outstanding after such redemption are in Authorized Denominations.

(ii) Bonds may be called for redemption by the Trustee pursuant to (a) above (A) in the case of Bonds bearing interest at a Short Rate, upon receipt by the Trustee at least 35 days prior to the redemption date of a written request of the City requesting such redemption, or (B) in the case of Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City requesting such redemption.

(iii) Bonds may be called for redemption by the Trustee pursuant to (b) above upon receipt by the Trustee at least one Business Day prior to the redemption date of a written request of the City requesting such redemption. The Trustee or the Trustee's Agent shall give notice to the Bank one Business Day prior to any redemption of Bank Bonds pursuant to (b) or (c) above.

(iv) For Bonds bearing interest at a Term Rate to be redeemed as described above, the Trustee shall give Immediate Notice of a redemption of such Bonds, as soon as practicable following the failure to purchase Bonds pursuant to the Indenture.

Notice of Redemption. Except as otherwise provided with respect to Bank Bonds and Bonds bearing interest at a Term Rate in the Indenture, notice of the call for any redemption identifying the Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Bonds bearing interest at a Short Rate, not less than 30 or more than 45 days prior to the date fixed for redemption, and shall be given by first class mail, postage prepaid, with respect to Bonds bearing interest at an Adjustable Long Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, to the registered owners of Bonds to be redeemed at their addresses as shown on the Bond Register. Failure to give notice in the manner prescribed with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Bonds to be redeemed and to pay interest due thereon and premium, if any, the Bonds thus called shall not after the applicable redemption date bear interest, be protected by the Indenture or be deemed to be outstanding under the provisions of the Indenture.

Selection of Bonds to be Redeemed. If less than all the Bonds shall be called for redemption under any provision of the Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the City and designated to the Trustee; *provided, however,* that (i) in the case of the redemption of less than all Bonds which bear interest in the same Interest Mode at the same rates for the same Rate Periods and which in the case of Bonds bearing interest at a Fixed Rate were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Bonds, (ii) in the case of the redemption of less than all Bonds which bear interest at the same rates for the same Rate Periods, such redemption shall be by lot in such manner as the Trustee may determine among such Bonds, and (iii) subject to other applicable provisions of the Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. Any redemption of less than all of the Bonds outstanding shall be made first from Bank Bonds.

Credit Facility. The City covenants and agrees that at all times while any Bonds are outstanding which bear interest at a rate other than the Term Rate or the Fixed Rate, the City will maintain a Credit Facility in full force and effect with respect to all Bonds bearing interest at other than a Term Rate or a Fixed Rate except as otherwise provided in the Indenture. In the event of a Credit Substitution Date, the Bonds shall be subject to mandatory tender pursuant to the Indenture.

Credit Facility Not Required in Certain Circumstances. Prior to the Fixed Rate Conversion Date therefor, under the circumstances provided in the Indenture, the Bonds are not required to have the benefit of a Credit Facility. Bonds bearing interest at a Fixed Rate shall not

be required to have the benefit of a Credit Facility after the Fixed Rate Conversion Date applicable to such Bonds. In the event of a Credit Facility Cancellation Date, the Bonds shall be subject to mandatory tender pursuant to the Indenture.

Limited Obligation. This Bond and all other Bonds of the series of which it forms a part are issued pursuant to 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 pursuant to ordinances adopted by the City Council of the City, which ordinances authorize the execution and delivery of the Indenture. This Bond and the series of which it forms a part 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 Bonds or for any claim based thereon 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 Indenture and the issuance of any of the Bonds.

Registration. This Bond is transferable by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing at the corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

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

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

[FORM OF 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	UNIF GIFT MIN ACT-
TEN ENT	—	as tenants by the entireties	Custodian
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(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)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint ____

to transfer said 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 the within Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE OF RATE PERIOD

Rate Change Date on which Current Rate Period Commences:

Next Rate Change Date:

Applicable Interest Rate during Current Rate Period:

Applicable Optional Redemption Provisions during Current Rate Period (if Adjustable Long Mode):

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, (as successor in trust to
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO),
as Trustee

By _____
Authorized Signatory

NOW, THEREFORE, THIS [EIGHTY-EIGHTH] SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Registered Owners thereof, 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 hereby acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the [rights of the Bank (as hereinafter defined) to the satisfaction of the Bank Obligations (as hereinafter defined), and for payment of the purchase price of Bonds as provided herein, and to secure the] performance and observance by the City of all the covenants expressed or implied herein, in the Bonds[, and in the Credit Agreement (as hereinafter defined).] does hereby assign and grant 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 hereinafter set forth (the "*Trust Estate*");

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Revenues (as defined in the Indenture), to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

[Pledged Other Available Moneys, as specified herein, to be derived from PFC Revenues (as herein defined) including moneys to be withdrawn from the PFC Capital Fund (as herein defined); subject, however, to (i) the prior and superior pledge of and lien on the PFC Revenues and the moneys in the PFC Capital Fund as security for the payment of PFC Obligations (as herein defined) secured under the PFC Master Indenture (as herein defined); (ii) the payments by the City to fund the costs of certain capital projects at the Chicago/Gary International Airport from PFC Revenues pursuant to the Compact between the City and the City of Gary dated April 15, 1995 Relating to the Establishment of the Chicago-Gary Regional Airport Authority; (iii) the parity pledge of and lien on the PFC Revenues and the moneys in the PFC Capital Fund as security for the payment of the Senior Lien Obligations of the City issued or secured under the (A) Fifty-Seventh Supplemental Indenture, including the outstanding Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2016F, (B) Sixtieth Supplemental Indenture, including the outstanding Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2017B, (C) the Sixty-Eighth Supplemental Indenture, including the outstanding Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2020C and Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2020E, (D) the Seventy-Ninth Supplemental Indenture, including the outstanding Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2024E and Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2024F, and (E) the Eighty-Sixth Supplemental Indenture, including the outstanding Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2025D, (iv) the City's right to issue additional Senior Lien Obligations that are also secured by PFC Revenues, including moneys to be withdrawn from the PFC Capital Fund, on a parity with the Bonds and (v) the City's right to issue Subordinated PFC Obligations (as herein defined) that are secured by a pledge of and lien on the PFC Revenues and the moneys in the PFC Capital Fund that is superior to the pledge and lien created by this [Eighty-Eighth] Supplemental Indenture.]

GRANTING CLAUSE THIRD

[All moneys and securities from time to time held by the Trustee in the Common Debt Service Reserve Sub-Fund on a parity with the security interest in said Sub-Fund granted or to be granted to the present and future owners of Common Reserve Bonds (as defined in the Indenture).]

[All moneys and securities from time to time held by the Trustee in the Qualified Debt Service Reserve Sub-Fund created by the Eighty-Fourth Supplemental Indenture on a parity with the security interest in said Sub-Fund granted or to be granted to the present and future owners of Qualified Bonds (as defined in the Eighty-Fourth Supplemental Indenture).]

GRANTING CLAUSE FOURTH

All moneys and securities from time to time held by the Trustee under the terms of this [Eighty-Eighth] Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE FIFTH

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 hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

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 herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds [(and, with respect to the Debt Service Reserve Account, the other Common Reserve Bonds), the Bank (to the extent of unsatisfied Bank Obligations) and all other Senior Lien Obligations issued or secured from time to time under the provisions of this [Eighty-Eighth] Supplemental 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 herein or in the Indenture otherwise specifically provided;

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 Bonds, and shall well and truly satisfy, or cause to be satisfied[, the Bank Obligations,] at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to

be made on the Bonds[, and the Bank Obligations as required herein, or shall provide, as permitted hereby, for the payment thereof, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, this [Eighty-Eighth] Supplemental Indenture [and the Credit Agreement,] and shall pay or cause to be paid to the Trustee[, and the Bank] all sums of money due or to become due to them in accordance with the terms and provisions hereof [and of the Credit Agreement], then upon the final payment thereof this [Eighty-Eighth] Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this [Eighty-Eighth] Supplemental Indenture shall remain in full force and effect. [Notwithstanding the foregoing, so long as any Common Reserve Bonds remain outstanding, the Trustee shall continue to hold the Debt Service Reserve Account for the benefit of Common Reserve Bonds and this [Eighty-Eighth] Supplemental Indenture and all provisions related to the Debt Service Reserve Account shall continue in force to that extent.]

THIS [EIGHTY-EIGHTH] SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts hereby assigned and 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 herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee, the respective owners of the Bonds [and the Bank] as follows:

ARTICLE I

Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this [Eighty-Eighth] Supplemental Indenture:

“Adjustable Long Mode” means any Adjustment Period during which the Rate Determination Date and Rate Change Date for each Rate Period therein (which shall have a duration of 367 days or more and less than or equal to the remaining term of the Bonds) shall be designated by the Remarketing Agent upon the request of the City pursuant to Section 4.01 hereof, and during which the Bonds which bear interest during such Adjustment Period bear interest at the Adjustable Long Rate.

“Adjustable Long Rate” means, for each Rate Period within an Adjustable Long Mode applicable to a Bond, a fixed per annum interest rate borne by such Bond established pursuant to Section 2.02(e), 4.01(c) or 4.02(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

“Adjustment Date” means (a) the Date of Issuance, (b) any date which is the first day of an Adjustment Period designated in the manner set forth in Section 4.01 hereof, (c) any Substitute Adjustment Date designated in the manner set forth in Section 4.02 hereof, and (d) any proposed Fixed Rate Conversion Date designated in the manner set forth in Section 4.03 hereof.

"Adjustment Period" means, with respect to each Bond, each period commencing on an Adjustment Date for such Bond to and including the day immediately preceding the immediately succeeding Adjustment Date for such Bond (or the Maturity Date thereof), during which period such Bond shall operate in one type of Interest Mode.]

"Authorized Denomination" means, [with respect to a particular Bond bearing interest at a Daily Rate, a Weekly Rate, a Flexible Rate or an Adjustable Long Rate, \$100,000 and any multiple of \$5,000 in excess thereof, and, with respect to a particular Bond bearing interest at a Term Rate or a Fixed Rate,] \$5,000 and any integral multiple thereof.

"Bank" means the Initial Bank selected for the period during which the initial Credit Facility and the Initial Credit Agreement are in effect or any Bank Bonds or other Bank Obligations are outstanding and thereafter shall mean the Substitute Bank or Substitute Banks then obligated under the Substitute Credit Facility or Substitute Credit Agreement at the time in effect.

"Bank Approval" means the written approval of the Bank, which approval will not be unreasonably withheld.

"Bank Bonds" means Tendered Bonds purchased with moneys drawn under the Credit Facility pursuant to Section 3.09(c) hereof, which are owned by the Bank or its permitted assigns in accordance with the Credit Agreement or the Custody Agreement, if any, until such Bonds are remarketed by the Remarketing Agent pursuant to the Remarketing Agreement or such Bonds lose their characterization as Bank Bonds pursuant to the Credit Agreement.

"Bank Obligations" means the City's obligations under the Credit Agreement, which obligations shall be deemed to constitute Section 208 Obligations for purposes of the Indenture.

"Bank Rate" means, with respect to any Bank Bond, such interest rate or sequence of rates (which may be stated as a formula and may be determined by reference to a specified index or indices) as is specified in the Initial Credit Agreement or any Substitute Credit Agreement or the Initial Credit Facility or any Substitute Credit Facility then in effect pursuant to which such Bank Bond was purchased.]

"Bondholder," "holder," "owner of the Bonds" or "registered owner" means the Registered Owner of any Bond.

"Bond Purchase Fund" means the trust fund so designated which is created and established pursuant to Section 5.02 hereof.

"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 Bonds.

"Bond Registrar" means the person designated to serve as Bond Registrar pursuant to Section 2.09.

"Bonds" means the Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[B][C][D], authorized to be issued pursuant to Article II.

"Business Day" means any day other than a Saturday, Sunday or (i) a day on which banks located (a) in the city in which the designated corporate trust office of the Trustee is located, (b) in the city in which the principal United States office of the Bank at which drawings under the Credit Facility are to be honored is located, (c) in the city in which the corporate trust office of the Trustee or the Trustee's Agent at which the Bonds may be tendered for purchase by the holders thereof is located, and (d) in the city in which the principal office of the Remarketing Agent is located, are required or authorized to remain closed or (ii) a day on which the New York Stock Exchange is closed.

"Capitalized Interest Account" means the account of that name established in the 2026B Dedicated Sub-Fund as described in Section 4.02.]

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airport and aviation facilities, who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.]

"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.

"Common Reserve Bonds" means the Bonds and the \$[_____] issued under the Indenture on the Date of Issuance and entitled to the benefit of the Debt Service Reserve Account pursuant to Section 5.08 hereof.]

"Costs of Issuance Account" means the account of that name established in the Series 2026[B][C][D] Dedicated Sub-Fund as described in Section 5.02 hereof.

"Credit Agreement" means the Initial Credit Agreement and any Substitute Credit Agreement].

"Credit Agreement Default" means each "default" or "event of default," if any, under a Credit Facility, the consequence of notice of which is that the Bonds shall be subject to mandatory tender pursuant to Section 3.02 hereof.

"Credit Facility" means the obligation of the Bank or Banks to provide funds for the purpose of making scheduled payment of the principal of, interest on and redemption price for the Bonds and/or providing liquidity for the purchase of Tendered Bonds. The term *"Credit Facility"* includes, by way of example and not of limitation, one or more letters of credit, standby bond purchase agreements, lines of credit, and other security instruments or liquidity devices provided by a party other than the City. A Credit Facility may have an expiration date earlier than the maturity of the Bonds.

"Credit Facility Cancellation Date" has the meaning attributed to it in Section 6.02(b) hereof.

"Credit Substitution Date" means the day on which a Substitute Credit Facility becomes effective.]

["Custody Agreement" means a custody agreement or a pledge and security agreement (which may also be the Credit Agreement), if any, entered into by the Trustee, as custodian, and the Bank, and any and all amendments and supplements thereto, relating to Bank Bonds.]

"Daily Mode" means an Interest Mode during which the rate of interest borne by the Bonds as determined on a daily basis as set forth in Section 2.02(c) hereof.

"Daily Rate" means, for each Rate Period within a Daily Mode applicable to a Bond, a fixed per annum interest rate borne by such Bond established pursuant to Section 2.02(c) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.]

"Date of Issuance" means October ____, 2026, the date of original issuance and delivery of the Bonds hereunder.

"Debt Service Reserve Account" means the account of that name established in the Series 2026[B][C][D] Dedicated Sub-Fund as described in Section 5.02 hereof.

["Defaulted Interest" means interest on any Bond which is payable but not duly paid on the date due.

"Delivery Office" shall mean the following office of the Trustee at

U.S. Bank Trust Company, National Association

[_____]

[_____]

Attention: [_____]

"Demand Date" means (i) with respect to any Bond during a Daily Mode, the Business Day on which the Trustee's Agent and the Remarketing Agent receive notice prior to 10:00 a.m., Chicago time, from the Registered Owner thereof demanding to have such Bond (or any portion thereof in an Authorized Denomination) purchased (or the succeeding Business Day if such notice is received after 10:00 a.m., Chicago time), all as provided in Section 3.01 hereof, and (ii) with respect to any Bond during a Weekly Mode, the Business Day specified in the notice received by the Trustee's Agent upon which the Registered Owner of such Bond intends to tender such Bond (or any portion thereof in an Authorized Denomination) for purchase as provided in Section 3.01 hereof, which Business Day shall be not less than seven calendar days after the date such notice is received.]

"DTC" means Depository Trust Company, and its successors and assigns.

["Eighty-Eighth] Supplemental Indenture" means this [Eighty-Eighth] Supplemental Indenture and any amendments and supplements hereto.

"Eighty Fourth Supplemental Indenture" means the Eighty Fourth Supplemental Indenture dated December 1, 2025 any amendments and supplements hereto, which created the Qualified Debt Service Reserve Sub Fund.

["Eligible Moneys" means (a) moneys (i) paid or deposited by the City to or with the Trustee, (ii) continuously held in any fund, account or subaccount established hereunder which is subject to the lien of the Indenture and in which no other moneys which are not Eligible Moneys are held, and (iii) which have so been on deposit with the Trustee for at least 123 days from their receipt by the Trustee, during and prior to which period no Event of Bankruptcy shall have occurred, together with investment earnings on such moneys; (b) moneys received by the Trustee pursuant to the Credit Facility which are held in any fund, account or subaccount established hereunder in which no other moneys which are not Eligible Moneys are held, together with investment earnings on such moneys; (c) proceeds from the remarketing of any Bonds pursuant to the provisions of the Indenture to any person other than the City; (d) proceeds from the issuance and sale of refunding bonds, together with the investment earnings on such proceeds, if there is delivered to the Trustee at the time of issuance and sale of such refunding bonds an opinion of bankruptcy counsel acceptable to the Trustee[, the Bank] and to each rating agency then maintaining a rating on the Bonds bearing interest at a Short Rate or an Adjustable Long Rate to the effect that the use of such proceeds and investment earnings to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 (as incorporated into Chapter 9) of the United States Bankruptcy Code should an Event of Bankruptcy occur; and (e) moneys which are derived from any other source, together with the investment earnings on such moneys, if the Trustee has received an opinion of bankruptcy counsel acceptable to the Trustee[, the Bank] and to each rating agency then maintaining a rating on the Bonds bearing interest at a Short Rate or an Adjustable Long Rate to the effect that payment of such amounts to Bondholders would not be avoidable as preferential payments under Section 547 (as incorporated into Chapter 9) of the United States Bankruptcy Code should an Event of Bankruptcy occur; *provided, however,* that (a) through (e) notwithstanding, such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment. For the purposes of this definition, the term "moneys" shall include cash and any investment securities, including, without limitation, Federal Obligations.

"Event of Bankruptcy" means the filing of a petition in bankruptcy or the commencement of a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against the City as debtor, other than any involuntary proceeding that has been finally dismissed without entry of an order for relief or similar order and as to which all appeal periods have expired.

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel to the effect that the action proposed to be taken is not prohibited by the laws of the State of Illinois and this [Eighty-Eighth] Supplemental Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds.]

"Fitch" means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities agency designated by the City by notice to the Trustee.

["Fixed Mode" means the Adjustment Period commencing on the Fixed Rate Conversion Date for a Bond and ending on the Maturity Date thereof, as established pursuant to

Section 4.03 hereof, during which the Bonds which bear interest during such Adjustment Period bear interest at the Fixed Rate.

"Fixed Rate" means, for the Fixed Mode applicable to a Bond, a fixed per annum interest rate borne by such Bond established pursuant to Section 2.02(f) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof on the Fixed Rate Conversion Date for such Fixed Mode.

"Fixed Rate Conversion" means the conversion of the interest rate to be borne by all or any portion of the Bonds to a Fixed Rate pursuant to Sections 2.02 and 4.03 hereof.

"Fixed Rate Conversion Date" means an Adjustment Date for any Bond on which it begins to bear interest at a Fixed Rate.

"Flexible Mode" means any Adjustment Period during which the Rate Determination Date and the Rate Change Date for each Rate Period therein (which shall have a duration which is not less than seven days nor more than 270 days) shall occur on the first day of such Rate Period which shall be designated by the Remarketing Agent pursuant to Section 2.02(e), 4.01(c) or 4.02(b) hereof, and during which the Bonds which bear interest during such Adjustment Period bear interest at the Flexible Rate.

"Flexible Rate" means, for each Rate Period within a Flexible Mode applicable to a Bond, a fixed per annum interest rate borne by such Bond established pursuant to Section 2.02(e), 4.01(c) or 4.02(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof on the Rate Change Date for such Rate Period.

"Immediate Notice" means notice by telephone, telex or telecopier to such address as the addressee shall have directed in writing, promptly followed by written notice by first class mail, postage prepaid; *provided, however*, that if any person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, telex or telecopier number of an addressee, Immediate Notice shall mean written notice by first class mail, postage prepaid.]

"Indenture" means the Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, between the City and the Trustee, pursuant to which Senior Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this [Eighty-Eighth] Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture.

"Initial Bank" means one or more commercial banks, trust companies or financial institutions obligated under the Initial Credit Agreement selected by the City.

"Initial Credit Agreement" means any reimbursement agreement or other similar agreement between the City and the Initial Bank, as such agreement may from time to time be amended or supplemented.]

"Interest Coverage Rate" means the rate used in the Credit Facility to calculate the maximum amount (as reduced and reinstated from time to time in accordance with the terms thereof) which is available for the payment of the portion of the purchase price of Tendered Bonds corresponding to interest accrued on the Tendered Bonds.

"Interest Funding Rate" means as of any date of calculation, the ten year average of the SIFMA Municipal Index, plus [100] basis points.

"Interest Mode" means a period of time relating to the frequency with which the interest rate on the Bonds is determined pursuant to Sections 2.01 and 2.02 hereof. An Interest Mode may be a Daily Mode, a Weekly Mode, a Flexible Mode, an Adjustable Long Mode, a Term Rate Mode or a Fixed Mode.

"Interest Payment Date" means each January 1 and July 1.

"Maturity Date" means January 1, [_____].

"Maximum Interest Rate" means ____ percent per annum.]

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

"Net Debt Service" means, for any Bond Year, the Annual Debt Service with respect to the Bonds, reduced by any proceeds of Airport Obligations held by the Trustee for disbursement during that Bond Year to pay Principal Installments of and interest on the Bonds.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel in form and substance acceptable to the City, the Bank and the Trustee.

"Ordinance 2025" means the "2025 Omnibus O'Hare Airport and Midway Airport Financing Ordinance" duly adopted and approved by the City Council of the City on July 16, 2025.

"Ordinance 2026" means the "2026 O'Hare Airport Financing Ordinance" duly adopted and approved by the City Council on July ____, 2026, which authorizes the issuance and sale of the Bonds and the execution and delivery of this [Eighty-Eighth] Supplemental Indenture.

["Other Available Moneys Certificate" means the Other Available Moneys Certificate, substantially in the form attached hereto as Exhibit A, signed by the Chief Financial Officer and filed with the Trustee.]

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

["PFC Act" means the Aviation Safety and Capacity Expansion Act of 1990, Pub. L. 101 508, Title IX, Subtitle B, §§ 9110 and 9111, recodified as 49 U.S.C. § 40117, as amended from time to time.

"PFC Approvals" means the Records of Decision and Final Agency Decisions of the Federal Aviation Administration relating to passenger facility charges imposed by the City at the Airport.

"PFC Capital Fund" means the PFC Capital Fund of the City maintained under the PFC Master Indenture.

"PFC Master Indenture" means the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City to The Bank of New York Mellon Trust Company, N.A., as trustee, and any indenture securing any PFC Obligations.

"PFC Obligations" means (a) any of the bonds, notes or evidences of indebtedness issued or secured by the City at any time under and pursuant to the PFC Master Indenture, (b) any Section 208 Obligations (as defined in the PFC Master Indenture) and (c) any Section 209 Obligations (as defined in the PFC Master Indenture).

"PFC Regulations" means Part 158 of the Federal Aviation Regulations (14 CFR Part 158), as amended from time to time, and any other regulation issued with respect to the PFC Act.

"PFC Revenue Deposit Account" means the account of that name established by Section 4.03.

"PFC Revenues" means all revenue received by the City from the passenger facility charges imposed by the City at the Airport pursuant to the PFC Act, the PFC Regulations, the PFC Approvals and an ordinance adopted by the City Council on January 12, 1993, including any interest earned thereon after such revenue has been remitted to the City as provided in the PFC Regulations.]

["Pledged Other Available Moneys" means, for each of the Fiscal Years, the amounts to be withdrawn from the PFC Capital Fund and deposited into the PFC Revenue Deposit Account that the Chief Financial Officer or City Comptroller has determined to be Other Available Moneys as evidenced by the Other Available Moneys Certificate.]

["Paying Agent" means any Paying Agent designated by the Trustee pursuant to Section 10.06 hereof, and any successor thereto.]

"Principal and Interest Account" means the account of that name established in the Series 2026[B][C][D] Dedicated Sub-Fund as described in Section 5.02 hereof.

["Principal and Interest Account Requirement" means (a) from January 1, 2027 and thereafter for as long as the Bonds bear interest at a Short Rate, a Bank Rate, an Adjustable Long Rate, an amount equal to (i) the next six month's interest on the Bonds based upon the aggregate principal amount of Bonds Outstanding as of the first day of the current Bond Year and an assumed interest rate equal to the Interest Funding Rate, plus (ii) one-half of the Principal Installment coming due on the Bonds on the next succeeding January 1, and (b) during such time as the Bonds bear interest at a Fixed Rate, an amount equal to (i) the interest due on the Bonds on the next succeeding Interest Payment Date based upon the aggregate principal

amount of Bonds Outstanding as of the first day of the current Bond Year, plus (ii) one-half of the total Principal Installments due on the Bonds on the next succeeding January 1.]

"Prior Airport Obligations" means the following outstanding Senior Lien Obligations:

[\$598,730,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2016D more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$61,540,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2016E more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$127,405,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2016F more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$61,800,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2016G more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$39,345,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2017A more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$156,945,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2017B more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$61,985,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2017C more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$256,360,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2017D more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

[\$612,095,000 outstanding aggregate principal amount of City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2018B more particularly described as follows:]

MATURITY (JANUARY 1)	PRINCIPAL AMOUNT	RATE OF INTEREST
20__	\$ _____	_____ %
20__		
20__		
20__		

["Project Account" means the account of that name established in the 2026B Dedicated Sub Fund as described in Section 5.02.

"Project Certificate" is defined in the Tax Agreement.]

"Program Fee Account" means the account of that name established in the Series 2026[B][C][D] Dedicated Sub-Fund as described in Section 5.02 hereof.

"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 1005 of the Indenture; *provided* that if at any time there shall be any Series of Senior Lien Obligations Outstanding under the Indenture other than the Bonds, then "Program Fees," for purposes of this [Eighty-Eighth] Supplemental Indenture, 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 Bonds;

(b) the fees, expenses and other charges payable hereunder or under the Remarketing Agreement to the Remarketing Agent;

(c) the fees, expenses and other charges (constituting Bank Obligations) payable hereunder or under the Credit Agreement to the Bank; and

(d) any other fees, expenses and other charges of a similar nature payable by the City to any person hereunder or otherwise with respect to the Bonds.]

["*Purchased Bonds*" means the Prior Airport Obligations (Series _____) purchased pursuant to the Tender Plan and cancelled.

"*Qualified Bonds*" means a Series of Senior Lien Obligations (i) issued after August 1, 2025, (ii) designated by a Supplemental Indenture creating such Series as entitled to the benefits of the Qualified Debt Service Reserve Sub Fund and (iii) secured by (a) a pledge of Revenues and (b) a pledge of PFC Revenues, including moneys to be withdrawn from the PFC Capital Fund that are Pledged Other Available Moneys as determined by an Other Available Moneys Certificate.

"*Qualified Debt Service Reserve Sub Fund*" means the Chicago O'Hare International Airport Qualified Debt Service Reserve Dedicated Sub Fund created and described in the Eighty Fourth Supplemental Indenture dated December 1, 2025.

"*Qualified Reserve Credit Instrument*" means a letter of credit, surety bond or non cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody's and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Qualified Debt Service Reserve Sub Fund may be used under the Eighty Fourth Supplemental Indenture.]

["*Rate Change Date*" for each Rate Period (a) during any Daily Mode, each Business Day, (b) during any Weekly Mode, Wednesday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 2.02(d)(ii) hereof, (c) during any Adjustable Long Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 4.01(b) or 4.02(b) hereof, (d) during any Flexible Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 2.02(e), 4.01(c) or 4.02(b) hereof, (e) during any Term Rate Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 2.02(g), 4.01(c) or 4.02(b) hereof and (f) each Adjustment Date.

"*Rate Determination Date*" means for (a) each Rate Period during any Daily Mode, the Rate Change Date for such Rate Period, (b) each Rate Period during any Weekly Mode, Tuesday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 2.02(d)(ii) hereof, next preceding the Rate Change Date for such Rate Period (unless such day is not a Business Day, in which case the Rate Determination Date shall be the immediately preceding Business Day), (c) each Rate Period during any Adjustable Long Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 2.02(f), 4.01(c) or 4.02(b) hereof, which Business Day(s) shall not be less than one calendar day or more than 30 calendar days prior to the first day of such Rate Period, (d) each Rate Period during any Flexible Mode, the Rate Change Date for such Rate Period specified in the notice delivered to the Trustee in accordance with Section 2.02(e), 4.01(c) or 4.02(b) hereof, (e) each Rate Period during a Term Rate Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with Section 2.02(g),

4.01(c) or 4.02(b), which Business Day(s) shall not be less than one calendar day or more than 30 calendar days prior to the first day of such Rate Period, (f) the Rate Period during a Fixed Mode, the date of the firm underwriting or purchase contract referred to in Section 4.03 hereof, (g) the Rate Period following a proposed Fixed Rate Conversion Date in the event of a failed conversion, such proposed Fixed Rate Conversion Date and (h) the Rate Period following a failed Interest Mode conversion pursuant to Section 4.01(e), the proposed Adjustment Date.

"Rate Period" means, with respect to each Bond, each period commencing on a Rate Change Date for such Bond to and including the day immediately preceding the immediately succeeding Rate Change Date for such Bond (or the Maturity Date or date of redemption thereof), during which period such Bond shall bear interest at one specific interest rate.

"Record Date" means (a) with respect to any Bond during a Daily Mode, the Business Day immediately preceding each Interest Payment Date for such Bond, (b) with respect to any Bond during a Flexible Mode or Weekly Mode, the Business Day immediately preceding each Interest Payment Date for such Bond, (c) with respect to any Bond during an Adjustable Long Mode, the fifteenth calendar day immediately preceding each interest Payment Date (whether or not a Business Day) for such Bond, (d) with respect to any Bond during a Term Rate Mode, the fifteenth calendar day immediately preceding each Interest Payment Date (whether or not a Business Day) for such Bonds and (e) with respect to any Bond during a Fixed Mode, December 15 and June 15 (whether or not a Business Day); provided, however, that if the Fixed Rate Conversion Date shall occur on or after December 15 but prior to January 1, or on or after June 15 but prior to July 1, the Record Date shall be the Fixed Rate Conversion Date.]

"Refunded Bonds" means the Prior Airport Obligations, [(Series 2016G and Series 2017D) [(Series 2016D, Series 2016E, Series 2017A, Series 2017C and Series 2018B) [Series 2016F and Series 2017B].]

"Registered Owner" or "Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof

["Remarketing Agent" means the placement or remarketing agent at the time serving as such under the Remarketing Agreement and designated by the City as the Remarketing Agent for purposes of the Indenture.

"Remarketing Agreement" means the remarketing agreement between the City and the Remarketing Agent, as the same may be amended, supplemented or assigned from time to time, or any similar agreement as may be substituted therefor.]

["Reserve Requirement" means the lesser of (i) \$[] or (ii) the maximum amount of Annual Senior Lien Debt Service payable on the [Common Reserve] Bonds in the current or any succeeding Bond Year.

"Reserve Requirement" means, as of the date of computation, the lesser of (i) the maximum amount of Principal Installments and interest payable on the Qualified Bonds in the current or any future Bond Year and (ii) one hundred twenty five percent (125%) of the average annual amount of Principal Installments and interest payable on the Qualified Bonds, provided, however, that if upon the issuance of a Series of Qualified Bonds such amount would require that moneys be paid into the Qualified Debt Service Reserve Sub Fund from the proceeds of

such Series in excess of the maximum amount permitted under the Code, the Reserve Requirement shall be the sum of (a) the Reserve Requirement immediately preceding the issuance of such Series and (b) the maximum amount permitted under the Code to be deposited from the proceeds of such Series as certified by the Chief Financial Officer.]

"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 Bonds.

["Series Share Amount" means on any Deposit Date and with respect to a particular Series of the Qualified Bonds, the amount required to restore the sum held in the Qualified Debt Service Reserve Sub Fund multiplied by a fraction the numerator of which is the then outstanding principal amount of Qualified Bonds of such Series and the denominator of which is the then outstanding principal amount of all Series of Qualified Bonds.]

"Series 2026[B][C][D] Capitalized Interest Account" means the account of that name established in the Series 2026[B][C][D] Dedicated Sub-Fund as described in Section 5.02 hereof.

"Series 2026[B][C][D] Dedicated Sub-Fund" means the fund of that name established and described in Section 5.02 hereof.

"Short Mode" means a Flexible Mode or a Weekly Mode.

"Short Rate" means a Flexible Rate or a Weekly Rate.

"SIFMA Municipal Index" means the "SIFMA Municipal Swap Index"™ (such index previously known as the "Bond Market Association/PSA Municipal Swap Index"™) based upon the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specified criteria established by the Bond Market Association. The SIFMA Municipal Swap Index shall be based upon current yields of high-quality weekly adjustable variable rate demand bonds which are subject to tender upon seven days notice, the interest on which is excludable from gross income for Federal income tax purposes under the Code. The SIFMA Municipal Swap Index shall not include any bonds the interest on which is subject to any personal "alternative minimum tax" or similar tax unless all tax exempt bonds are subject to such tax; *provided, however*, that if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "SIFMA Municipal Index" means such other reasonably comparable index selected by the City.

"Special Record Date" means the date fixed by the Trustee pursuant to Section 2.02(g) hereof for the payment of Defaulted Interest.]

"S&P" means S&P Global Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"State" means the State of Illinois.

["Stated Termination Date"] means the stated date upon which the Credit Facility under a Credit Agreement by its term expires, as the same may be extended from time to time.

"Stepped Rate" means ten percent (10.00%) per annum.

"Subordinated PFC Obligations" means any bonds, notes or evidences of indebtedness, so designated and issued by the City as permitted by Section 405 of the PFC Master Indenture and also designated by the City as Subordinated PFC Obligations for all purposes of this [Eighty-Eighth] Supplemental Indenture which designation shall be evidenced by a Certificate of the City filed with the Trustee.

"Substitute Adjustment Date" means (i) any Business Day during any Adjustment Period for Bank Bonds, and (ii) any Business Day for any Bonds in an Adjustable Long Mode on which such Bonds can be optionally redeemed at a price of par plus accrued interest as set forth in Section 3.11(a)(ii) hereof, in each case designated by the City in accordance with Section 4.02 hereof as the first day of a new Adjustment Period.

"Substitute Bank" means one or more commercial banks, trust companies or financial institutions obligated under any Substitute Credit Agreement selected by the City.

"Substitute Credit Agreement" means any agreement between the City and any Substitute Bank as it may from time to time be amended or supplemented, pursuant to which a Substitute Credit Facility shall be issued.

"Substitute Credit Facility" means a Credit Facility provided by a Substitute Bank other than the Bank providing the Credit Facility on or prior to the Credit Substitution Date; provided, however, that none of the following shall be deemed to be the delivery of a Substitute Credit Facility: a change in the Credit Agreement pursuant to which the Credit Facility is issued; a change in the number of days of interest or interest rate covered by the Credit Facility; a renewal of the term of the existing Credit Facility; and a reduction or reinstatement of the amount of a Credit Facility in accordance with its terms.]

"Tax Agreement" means the Tax Exemption Certificate and Agreement of the City dated the date of issuance of the Bonds.

["Tender Plan"] means the current refunding of certain Prior Airport Obligations tendered or deemed tendered and accepted for purchase pursuant to an invitation to tender.

"Tendered Bonds" means Bonds tendered or deemed tendered for purchase pursuant to Section 3.01, 3.02, 3.03, 3.04, 3.05 or 3.06 hereof.

"Term Rate" means, for each Rate Period within a Term Rate Mode applicable to a Bond, a fixed per annum interest rate borne by such Bond established pursuant to Section 2.02(g), 4.01(c) or 4.02(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof on the Rate Change Date for such Rate Period.

"Term Rate Mode" means any Adjustment Period during which the Rate Determination Date and Rate Change Date for such Rate Period therein (which shall have a duration of 271 days or more and less than or equal to the remaining term of the Bonds) shall be designated by

the Remarketing Agent upon the request of the City pursuant to Section 2.02(g), 4.01(c) or 4.02(b) hereof, and during which the Bonds bearing interest during such Adjustment Period at the Term Rate.]

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

["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 hereunder with respect to those duties of the Trustee such agent agrees to perform on behalf of the Trustee.]

[Unmatured Default" means each "default" or "event of default," if any, under initial Credit Agreement or a Substitute Credit Agreement the consequence of which is that the obligation of the Bank to provide funds for the purchase of Tendered Bonds is suspended without prior notice to Bondholders.

"Weekly Mode" means an Interest Mode during which the rate of interest borne by the Bonds is determined on a weekly basis as set forth in Section 2.02(c) hereof.

Weekly Rate" means, for each Rate Period during any Weekly Mode, the rate of interest established pursuant to Section 2.02(c) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate.
"2026B Airport Projects" means the Airport Projects being financed with the proceeds of the Bonds as described in the Tax Certificate.

"2026[B][C][D] Dedicated Sub Fund" means the fund of that name established and described in Section 4.02.]

ARTICLE II

THE BONDS

Section 2.01. Authority for and Issuance of Bonds. (a) The Bonds are a Series of Senior Lien Obligations authorized and to be issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to the Ordinance 2025 and the Ordinance 2026, the Indenture and this [Eighty-Eighth] Supplemental Indenture. No Bonds may be issued under the provisions of this [Eighty-Eighth] Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to ((i) pay, or reimburse the City for payment of, costs of the 2026B Airport Projects, (ii) refund and redeem the Refunded Bonds, (iii) fund a deposit to the Common Debt Service Reserve Sub-Fund, (iv) to fund the Capitalized Interest Account, if applicable, and (v) pay costs of issuance of the Bonds] [(i) refund and redeem the Refunded Bonds, (ii) current refund the Purchased Bonds pursuant to the Tender Plan, and (iii) pay costs of issuance of the Bonds, including costs of the Tender Plan approved by the Ordinance] [(i) refund and redeem the Refunded Bonds, (ii) fund a deposit to the Qualified Debt Service Reserve Sub-Fund; and (iii) pay costs of issuance of the Bonds]. Except as provided in Section 2.07 hereof, the total original principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$_____.

(b) The Bonds shall be designated "Chicago O'Hare International Airport General Airport Senior Lien Revenue and Refunding Bonds, Series 2026[B][C][D]," "Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 2026[B][C][D]" and "Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[B][C][D]," as applicable. The Bonds shall be issuable as fully registered bonds, without coupons, in Authorized Denominations, substantially in the form attached as Exhibit A hereto. Unless the City shall otherwise direct, the Bonds shall be lettered and numbered from R-1 and upwards. The Bonds, as initially issued, shall be dated the Date of Issuance and shall mature, subject to prior redemption as provided in Article III hereof and further subject to the designation of additional maturity dates in connection with a Fixed Rate Conversion Date, on the Maturity Date.

(c) Each Bond authenticated prior to the first Interest Payment Date thereon shall bear interest from the Date of Issuance and thereafter interest shall accrue as set forth in the next paragraph except that if, as shown by the records of the Trustee, interest on such Bond shall be in default, any Bond issued in exchange for or upon the registration of transfer of such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, the Date of Issuance. Each 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 Bond on the date on which such principal, premium or interest came due and payable.

(d) Interest on Bonds in a Daily Mode or Weekly Mode shall be payable on each Interest Payment Date for the period from the later of (i) the first Business Day of each calendar month, or (ii) the Adjustment Date for such Daily Mode or Weekly Mode to, but not including, the earlier of (a) the first Business Day of the next calendar month, or (b) the Adjustment Date for the Interest Mode which succeeds such Daily Mode or Weekly Mode. Interest on Bonds in a Flexible Mode shall be payable on each Interest Payment Date for the period from the Rate Change Date for such Bonds to, but not including, the next succeeding Rate Change Date. Interest on Bonds in an Adjustable Long Mode shall be payable on each Interest Payment Date for the period to, but not including, such Interest Payment Date from the later of (i) the Rate Change Date for such Bonds, or (ii) the preceding Interest Payment Date occurring during the Rate Period to which interest has been paid. Interest on Bonds in a Term Rate Mode shall be payable on each Interest Payment Date for the period from the Rate Change Date for such Bonds to, but not including, the next succeeding Rate Change Date. Interest on Bonds which are Bank Bonds shall be payable on each Interest Payment Date for the period to, but not including, such Interest Payment Date from the preceding Interest Payment Date to which interest has been paid. Interest on Bonds in a Fixed Mode shall be payable on each Interest Payment Date for the period from the Fixed Rate Conversion Date to, but not including, the next succeeding January 1 or July 1, and from each succeeding January 1 or July 1, as the case may be, to, but not including, the next succeeding January 1 or July 1. The foregoing notwithstanding, no interest shall accrue on any Bonds prior to the Date of Issuance or after the Maturity Date thereof, after the redemption or mandatory or optional purchase date for such Bond (provided the redemption or purchase price is paid or provided for in accordance with the provisions of the Indenture), or after the date to which such Bond is paid.

(e) The principal and purchase price of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(f) The principal of and premium, if any, on Bonds bearing interest at a Bank Rate, a Short Rate, a Term Rate or an Adjustable Long Rate shall be payable at the corporate trust office of the Trustee, upon presentation and surrender of such Bonds. The principal of and premium, if any, on Bonds bearing interest at a Fixed Rate shall be payable at the corporate trust office of the Trustee or, at the option of the Registered Owners, at the corporate trust office of any Paying Agent named in such Bonds, upon presentation and surrender of such Bonds. Any payment of the purchase price of a Tendered Bond shall be payable at the corporate trust office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond, as provided in Section 3.08 hereof.

(g) Payment of interest on Bonds bearing interest at a Daily Rate, a Weekly Rate, an Adjustable Long Rate, a Term Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the person appearing on the Bond Register as the Registered Owners thereof 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 Bonds bearing interest at a Flexible Rate shall be made to the person appearing on the Bond Register as the Registered Owner thereof as of the close of business of the Trustee on the Record Date, upon presentation and surrender of such Bond at the corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Bond shall be made to the Registered Owner of \$1,000,000 or more in aggregate principal amount of 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; *provided* that such wire transfer shall only be made for Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Bonds at the corporate trust office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer on each Interest Payment Date at the wire transfer address specified in the Credit Agreement (or such other wire transfer address as is specified by the Bank in writing from time to time).

(h) Bank Bonds are payable as provided in the applicable Credit Agreement.

Section 2.02. Interest on Bonds.

(a) *General.* The Bonds shall bear interest from and including the Date of Issuance until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption or acceleration, or otherwise. Interest accrued on the Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date. Interest on the Bonds shall be computed (i) during any Short Mode upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed, (ii) during any Adjustable Long Mode, any Term Rate Mode or during a Fixed Mode, upon the basis of a 360-day year consisting of twelve 30-day months, and (iii) with respect to Bank Bonds, upon the basis of a 360-day year and the actual number of days elapsed.

The Bonds shall initially bear interest at the interest rate per annum of _____% established pursuant to Section 2.02(g) for an initial Rate Period expiring December 31, 20____. Thereafter, the Bonds shall continue to bear interest at a Term Rate pursuant to Section 2.02(g) hereof until and unless any portion thereof is converted to a different Interest Mode as provided in Section 4.01, 4.02 or 4.03 hereof. Each Bank Bond shall bear interest at the Bank Rate.

(b) *Limitations.* At no time shall the Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate and at no time shall Bonds entitled to the benefit of the Credit Facility bear interest at a rate higher than the Interest Coverage Rate. No Rate Period shall be established during an Adjustable Long Mode or a Flexible Mode which extends beyond the Business Day preceding the Stated Termination Date.

(c) *Daily Mode.* For each Rate Period during any Daily Mode, Bonds in such Interest Mode shall bear interest beginning on the Rate Change Date at the Daily Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 9:00 a.m., Chicago time, on the Rate Determination Date for each such Rate Period, the Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, the Daily Rate. Except on an Adjustment Date, in the event that the Daily Rate is not determined by the Remarketing Agent, the rate of interest borne by the Bonds bearing interest at a Daily Rate shall be equal to (i) prior to the Tax Exempt Conversion Date, one-month London Interbank Offered Rate plus 25 basis points or (ii) after the Tax Exempt Conversion Date, 110% of the SIFMA Municipal Index until the Remarketing Agent next determines the Daily Rate as required hereunder.

(d) *Weekly Mode.* (i) For each Rate Period during any Weekly Mode, Bonds in such Interest Mode shall bear interest beginning on the Rate Change Date at the Weekly Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 3:00 p.m., Chicago time, on the Rate Determination Date for each such Rate Period, the Remarketing Agent will determine the Weekly Rate and will give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of the Weekly Rate by 1:00 p.m., Chicago time, on the following Rate Change Date. Except on an Adjustment Date, in the event that the Weekly Rate is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Bonds bearing interest at a Weekly Rate shall be equal to 110% of the SIFMA Municipal Index until the Remarketing Agent next determines the Weekly Rate as required hereunder.

(ii) If at any time the Remarketing Agent shall determine that, in its judgment, the scheduled Rate Determination Dates or Rate Change Dates during a Weekly Mode have become inappropriate (taking into account general market practice with respect to periodic adjustment of rates on instruments comparable to the Bonds bearing interest at the Weekly Rate, whether based upon the time of compilation or reporting of any interest rate or financial index or indicator or otherwise), the Remarketing Agent may, after consultation with the City, designate new scheduled Rate Determination Dates and/or Rate Change Dates, to remain in effect until another redetermination of scheduled Rate Determination Dates or Rate Change Dates in accordance with this subparagraph. The Remarketing Agent shall give written notice of any change in scheduled Rate Determination Dates and/or Rate Change Dates during a Weekly Mode to the City, the Trustee, the Trustee's Agent[,] [and] the Bank], and such change shall become effective on the first scheduled Rate Determination Date or Rate Change Date, as the case may be, so designated occurring not less than 14 days following the giving of such notice.

Promptly upon receipt of such notice, the Trustee shall notify or cause the Remarketing Agent to notify each affected Bondholder of such change in writing.

(e) *Flexible Mode.* (i) For each Rate Period during any Flexible Mode, each Bond which will bear interest at a Flexible Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Flexible Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 11:00 a.m., Chicago time, on the Rate Determination Date for a Bond bearing interest at the Flexible Rate, the Remarketing Agent will determine, and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of, (a) the duration of the Rate Period for such Bond by specifying the succeeding Rate Change Date (which shall also be the succeeding Rate Determination Date) for such Bond which Rate Change Date shall be no later than the Business Day prior to the Stated Termination Date, if a Credit Facility is required to be in place, and (b) the Flexible Rate applicable to such Bonds bearing interest at the Flexible Rate during such Rate Period. The last day of such Rate Period must be a Business Day and the day next succeeding such Business Day must also be a Business Day. Except on an Adjustment Date, in the event that the Flexible Rate for any Bond is not determined by the Remarketing Agent on any Rate Determination Date, (a) if the new Rate Period has been established, then such Bond shall bear interest at Flexible Rate equal to 110% of the most recently announced rate for "AA" Financial Commercial Paper as shown in the Federal Reserve Composite Index of Rates for commercial paper having a duration to maturity that is closest to the duration of the new Rate Period or (b) if no new Rate Period has been established, then such Bond shall bear interest at a Flexible Rate equal to 110% of the most recently announced rate for 30 day "AA" Financial Commercial Paper as shown in the Federal Reserve Composite Index of Rates for a Rate Period of the shortest possible duration until the Remarketing Agent next determines the Flexible Rate, as required hereunder.

(ii) The Remarketing Agent shall determine the duration of Rate Periods during a Flexible Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Bonds bearing interest at Flexible Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Bonds in the Flexible Mode in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Bonds, taking into account interest and any other determinable fees and expenses. The Remarketing Agent's determination shall be based upon the market for, and the relative yields of, the Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Bonds, or any fact or circumstance relating to the Bonds, affecting the market for the Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Bonds. The Remarketing Agent's determination shall be conclusive and binding upon all parties. Except on an Adjustment Date, in the event that the Rate Period for any Bond in a Flexible Mode is not determined by the Remarketing Agent as provided in this clause, the Rate Period for such Bond shall be a Rate Period of the shortest possible duration.

(f) *Adjustable Long Mode.* (i) For each Rate Period during any Adjustable Long Mode each Bond which will bear interest at an Adjustable Long Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Adjustable Long Rate determined on the Rate Determination Date in the following manner for such Rate Period. No later than

11:00 a.m., Chicago time, on the Rate Determination Date for each Rate Period during an Adjustable Long Mode applicable to a specific Bond, the Remarketing Agent will determine a fixed per annum interest rate to be borne by such Bond for such Rate Period and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of the Adjustable Long Rate. In the event that the Adjustable Long Rate for any Bond is not determined by the Remarketing Agent for the initial Rate Period, the rate of interest borne by such Bonds shall be determined pursuant to Section 4.01(e) hereof. Except on an Adjustment Date, if the Remarketing Agent shall fail to determine an Adjustable Long Rate on a Rate Determination Date for a Rate Period within an Adjustable Long Mode, the Bonds shall automatically convert to a Rate Period of 367 days and shall bear interest at an Adjustable Long Rates equal to 105% of the yield to maturity on United States Treasury fixed rate obligations having a maturity that is closest to the date that is 367 days after the Rate Determination Date, as most recently published in *The Wall Street Journal* prior to the Adjustment Date.

(ii) The Remarketing Agent, upon the request of the City, shall determine the duration of Rate Periods during an Adjustable Long Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Bonds bearing interest at Adjustable Long Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Bonds in an Adjustable Long Mode in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Bonds, taking into account interest and any other determinable fees and expenses. The Remarketing Agent's determination will be based upon the market for and the relative yields of the Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Bonds, or any fact or circumstance relating to the Bonds, affecting the market for the Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Bonds. The Remarketing Agent's determination will be conclusive and binding upon all parties. Except on an Adjustment Date, in the event that the Rate Period for any Bond in an Adjustable Long Mode is not determined by the Remarketing Agent as provided in this clause (ii), the Rate Period for such Bond will be a 367-day Rate Period.

(g) *Term Rate Mode.* (i) For each Rate Period during any Term Rate Mode each Bond which will bear interest at a Term Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Term Rate determined on the Rate Determination Date for such Rate Period in the following manner. No later than 11:00 a.m., Chicago time, on the Rate Determination Date for each Rate Period during a Term Rate Mode applicable to a specific Bond, the Remarketing Agent will determine a fixed per annum interest rate to be borne by such Bond for such Rate Period and is required to give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee of the Term Rate. In the event that the Term Rate for any Bond is not determined by the Remarketing Agent for the initial Rate Period, the rate of interest borne by such Bonds shall be determined pursuant to Section 4.01(d) hereof.

(ii) The Remarketing Agent, upon the request of the City, shall determine the duration of Rate Periods during a Term Rate Mode in consultation with and at the direction of the City. Except on an Adjustment Date, in the event that the Rate Period for any Bond in a Term Rate Mode is not determined by the Remarketing Agent as provided in this clause (ii), the Rate Period for such Bond will be equal in duration to the next Interest Payment Date.

(iii) No Credit Facility is required for Bonds bearing interest at a Term Rate, so the amount of the Credit Facility, if any, then in effect with respect to the Bonds may be reduced on or after conversion of any portion the Bonds to a Term Rate Mode in accordance with Section 4.01 with respect to such Bonds as provided in the Credit Agreement.

(h) *Fixed Rate.* From and after the Fixed Rate Conversion Date for a Bond, such Bond shall bear interest at the Fixed Rate with respect thereto established as provided in Section 4.03 hereof.

(i) *Defaulted Interest.* Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date, and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business of the Trustee on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the City shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Bondholders entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than ten days prior to the date of the proposed payment and not less than ten days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Registered Owner of a Bond at the address of such Registered Owner as it appears on the Bond Register not less than ten days prior to such Special Record Date. Such Defaulted Interest shall be paid to the Registered Owners in whose names the Bonds on which such Defaulted Interest is to be paid are registered on such Special Record Date.

(j) *Information for Bondholders.* Trustee agrees to provide to any Bondholder, upon the written request of such Bondholder, information regarding the Adjustment Periods, Rate Periods, Interest Payment Dates, optional redemption provisions and interest rate or rates applicable to such Bondholder's Bonds.

(k) *Notices to City.* The Remarketing Agent agrees to provide to the City notice of all determinations made by the Remarketing Agent pursuant to the Indenture, including, but not limited to, interest rate determinations and duration of Rate Periods, on a timely basis.

Section 2.03. Execution. The Bonds shall be executed on behalf of the City with the official manual, facsimile, digital or electronic signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance. The Bonds, the Senior Lien Section 208 Obligations are not general obligations of the City, but are limited obligations payable solely from Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and from Owners of the Bonds and

the Bank only against the Series 2026[B][C][D] Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds, the Senior Lien Section 208 Obligations, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, the Senior Lien Section 208 Obligations, except as may be otherwise expressly authorized in the Indenture or in this [Eighty-Eighth Supplemental] Indenture. Neither the Bonds, the Senior Lien Section 208 Senior Obligations shall constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds, the Senior Lien Section 208 Obligations, or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the 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, as if he or she had remained in office until delivery.

Section 2.04. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this [Eighty-Eighth] Supplemental Indenture unless and until a certificate of authentication in substantially the form hereinabove set forth 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 [Eighty-Eighth] Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.05. Form of Bonds; Temporary Bonds. The Bonds issued under this [Eighty-Eighth] Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this [Eighty-Eighth] Supplemental Indenture.

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

Section 2.06. Delivery of Bonds. Upon the execution and delivery of this [Eighty-Eighth] Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.06 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (a) A copy, duly certified by the City Clerk, of the Ordinances;
- (b) Original executed counterpart of the Indenture;
- (c) Original executed counterpart of this [Eighty-Eighth] Supplemental Indenture;
- [(d) Original executed counterpart of the Eighty-Fourth Supplemental Indenture;]
- (e) A Counsel's Opinion to the effect that (i) the Indenture and this [Eighty-Eighth] 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 or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this [Eighty-Eighth] Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this [Eighty-Eighth] Supplemental Indenture;
- (f) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this [Eighty-Eighth] Supplemental Indenture;
- (g) The Certificate of the City required by Section 206(e) of the Indenture; and
- (h) Either the Certificate of the City required by Section 206(f) of the Indenture or the Certificate of the City required by Section 207(b) of the Indenture.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as 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 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 Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled 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 Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate 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 Bonds be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits hereunder as all other outstanding Bonds issued hereunder.

All 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 Bonds, and shall preclude any and all other rights or remedies.

Section 2.08. Transfer and Exchange of 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 Bond at the 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 Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date 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, Bonds may be exchanged at such times at such corporate trust office of the Trustee upon surrender thereof together with an assignment duly executed by the Registered Owner thereof 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 Bonds of like date and tenor of any Authorized Denomination as the Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any 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 Bond.

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

(c) Subsequent to the Fixed Rate Conversion Date for any Bond, the Trustee shall not be required to transfer or exchange such Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Bond and ending on such Interest Payment Date, or to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided or during the period of 15 days next preceding the giving of notice of redemption of Bonds of the same Maturity Date and interest rate which were converted on the same date. Prior to the Fixed Rate Conversion Date applicable to any Bonds, the Trustee shall not be required to exchange or register the transfer of such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided, except that the City and the Trustee shall be required to issue or register the transfer of Tendered Bonds after such date of mailing of notice of redemption.

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

(e) The City, the Trustee, the Remarketing Agent, [the Bank] and any Paying Agent may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such 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 Bond as herein provided shall be made only to or upon the written order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(f) In the event that sufficient moneys are on deposit with the Trustee to pay the applicable purchase price of any Tendered Bond as provided herein, such Tendered Bond shall be deemed to have been purchased whether or not delivered by the Registered Owner thereof on the date such Tendered Bond is to be purchased. In the event any such purchased Tendered Bond is not so delivered, the City shall execute and the Trustee shall authenticate and deliver a replacement Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding. In the event any such purchased Tendered Bond is so delivered, the Trustee shall register such Tendered Bond as provided in Section 3.09(b) hereof.

Section 2.09. Required Information in Bond Form. (a) On each date on which the Trustee or the Trustee's Agent authenticates and delivers a Bond, it shall complete the information required to be inserted by the Bond form and shall keep a record of such information.

(b) On each date on which the Trustee or the Trustee's Agent authenticates and delivers a Bond during a Flexible Mode or an Adjustable Long Mode applicable to such Bond as provided in Section 2.07 or 2.08 hereof, the Trustee or Trustee's Agent shall attach to each such Bond a copy of the notice in substantially the form set forth in the form of Bond attached as Exhibit A hereto for the purpose of maintaining an accurate record of the terms and provisions of the Adjustment Period then applicable to such Bond.

(c) On each date on which the Trustee authenticates and delivers Bonds bearing interest at a Fixed Rate from and after the Fixed Rate Conversion Date applicable to such Bonds, the Trustee shall issue Bonds with such information as is required pursuant to Section 4.03 hereof.

Section 2.10. Cancellation. Any Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be cancelled upon surrender thereof to the Trustee or any Paying Agent. If the City shall acquire any of the Bonds, the City shall deliver such Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Bonds cancelled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Bonds cancelled by the Trustee and Bonds cancelled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Cancelled 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 Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.11. Book-Entry Provisions. The provisions of this Section shall apply as long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this [Eighty-Eighth] Supplemental Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in next day funds on each date on which the principal of, premium, if any, and interest on the Bonds is due as set forth in this [Eighty-Eighth] Supplemental Indenture and in the 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 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 notice thereof, and the Trustee shall make payments with respect to the 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 Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* If the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the 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 Bonds, the City shall cause the Trustee to authenticate and deliver Bond certificates to the Participants. 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) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the 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 Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Date of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 original principal amount of Bonds, by wire transfer to any address in the continental 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 of and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the 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 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 Bonds.

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

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

(i) selection of Bonds to be redeemed upon partial redemption, presentation of Bonds to the Trustee upon partial redemption, delivery of Bonds to the Trustee in connection with an optional or mandatory tender, or redelivery of such Bonds by the Trustee to registered owners following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Bonds through DTC or DTC's Participants is transferred by DTC on its books;

(ii) notices of demand for purchase of Bonds shall be given by the beneficial owners of such Bonds exercising ownership rights to the Remarketing Agent (pursuant to DTC's Deliver Order procedures) by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Bonds to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Bonds through DTC or its Participants;

(iv) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under the Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Bonds through DTC or its Participants; and

(v) beneficial interests in Bank Bonds shall be held for the account of the Bank (or its Participant) on the records of DTC.

Section 2.12. Tax [Covenant][Status]. [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 exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds." The City covenants to comply with the provisions of the Tax Certificates.][The City intends that the interest on the Bonds shall be subject to federal income taxes.]

ARTICLE III

[PURCHASE AND REDEMPTION OF BONDS]

Section 3.01. Purchase on Demand of Registered Owner While Bonds Bear Daily Rate or Weekly Rate. (a) While a Bond (other than a Bank Bond) bears interest at a Daily Rate, such

Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Registered Owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable telephonic or written notice (which telephonic notice shall be confirmed in writing, and which written notice may be given by telecopy or email) to both the Trustee's Agent and the Remarketing Agent, which notice must be received not later than 10:00 a.m., Chicago time, on a Business Day in order to be effective on that date. Any notice received after 10:00 a.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. The Business Day on which any notice is deemed given will be the Demand Date for the applicable Tendered Bond. Such notice must specify the principal amount and number of such Bond, the name and the address of such owner and the taxpayer identification number, if any, of such owner. The Trustee's Agent shall give Immediate Notice (which notice shall be delivered no later than 10:30 a.m., Chicago time, on the Business Day on which it receives notice of tender) to the Trustee, the Remarketing Agent, the City and the Bank as to the contents of any such notices received by it.

(b) While a Bond (other than a Bank Bond) bears interest at a Weekly Rate, such Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Registered Owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy or email) to the Trustee's Agent, which notice must be received by the Trustee's Agent not later than 4:00 p.m., Chicago time, on a Business Day in order to be effective on that day. Any notice received after 4:00 p.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify (i) the principal amount and number of such Bond, the name and the address of such owner and the taxpayer identification number, if any, of such owner, and (ii) the Demand Date on which such Bond is to be purchased. The Trustee's Agent shall give Immediate Notice (which notice shall be given no later than 4:30 p.m., Chicago time, on the Business Day on which it receives notice of tender) to the Trustee, the Remarketing Agent, the City and the Bank as to the contents of any such notices received by it.

(c) The determination of the Trustee's Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Registered Owner of such Bond. Any notice received by the Trustee's Agent pursuant to this Section from any person reasonably believed by the Trustee's Agent to be the Registered Owner of a Bond may be conclusively relied upon by the Trustee's Agent as a true, irrevocable notice of demand with respect to such Bond.

Section 3.02. Purchase on Notice of Certain Events of Default Under Credit Agreement While Credit Facility is Required. During the period a Credit Facility is required by Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, the Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) are subject to mandatory tender by the Registered Owners thereof to the Trustee when the Trustee gives Immediate Notice to the Registered Owners of such Bonds and the Remarketing Agent of the occurrence and continuation of a Credit Agreement Default and a direction from the Bank to call such mandatory tender. Upon the giving of such Immediate Notice, such Bonds shall be purchased, on a date designated by the Trustee, which date is no more than 10 days after the date of the Immediate Notice to the Bondholders, and in no event later than the Business Day prior to the last day on which funds will be available under the Credit Facility, at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the purchase date. In such case, the Registered Owner

of any such Bond required to be purchased may not elect to retain its Bond and by the acceptance of such Bond shall be deemed to have agreed to sell such Bond to the Trustee on the date specified pursuant to this Section. The Trustee shall give such Immediate Notice to the Registered Owners of the Bonds upon receipt by the Trustee of a written notice from the Bank of the occurrence of a Credit Agreement Default and a direction from the Bank to call such mandatory tender.

Section 3.03. Purchase While Bonds Bear Flexible Rate. While any Bond (other than a Bank Bond) bears interest at a Flexible Rate, such Bond shall be purchased pursuant to this Section on each Rate Change Date for such Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode at a purchase price equal to the principal amount thereof. The Registered Owner of such Bond may not elect to retain its Bond.

Section 3.04. Purchase Prior to Stated Termination Date When Required Substitute Credit Facility Not in Place; Purchase Prior to Credit Substitution Date; Purchase Prior to Credit Facility Cancellation Date. (a) If, during the period a Credit Facility is required pursuant to the terms of Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, by the 20th day preceding any Stated Termination Date of the Credit Facility the Trustee has not received notice of an extension of the then current Credit Facility or a Substitute Credit Facility in accordance with the terms of this [Eighty-Eighth] Supplemental Indenture, all Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) shall be purchased on the Business Day prior to the Stated Termination Date of the Credit Facility pursuant to this Section. If a Credit Facility is required pursuant to the terms of this [Eighty-Eighth] Supplemental Indenture, and the City gives notice to the Trustee that it will provide a Substitute Credit Facility pursuant to Section 6.01 of this [Eighty-Eighth] Supplemental Indenture, Bonds shall be subject to purchase hereunder. In addition, if a Credit Facility is no longer required pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, all Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) shall be purchased on the Business Day prior to the Credit Facility Cancellation Date pursuant to this Section. A purchase of Bonds pursuant to this Section shall be at a purchase price for each such Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date.

(b) Not later than the 15th day preceding the Stated Termination Date of the Credit Facility, if no extension of such Credit Facility or Substitute Credit Facility has been delivered, the Trustee shall give Immediate Notice to the Registered Owners of the Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) stating (i) the Stated Termination Date, (ii) that no Substitute Credit Facility has been received as of the date of such notice, and (iii) that the Bonds are required to be purchased on the Business Day immediately preceding the Stated Termination Date.

(c) Not later than the 15th day preceding a Credit Substitution Date, the Trustee shall give Immediate Notice to the Registered Owners of the Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) stating (i) the Credit Substitution Date, and (ii) the Bonds are required to be purchased on the Business Day prior to the Credit Substitution Date.

(d) If pursuant to subsection (a) of this Section the Bonds are subject to mandatory tender and purchase, not later than the 15th day preceding the Credit Facility Cancellation Date, the Trustee shall give Immediate Notice to the Registered Owners of the Bonds (other than Bank Bonds and Bonds bearing interest at a Fixed Rate) stating (i) that the existing Credit Facility is to

be cancelled pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, and (ii) the Bonds are required to be purchased on the Business Day prior to the Credit Facility Cancellation Date.

Section 3.05. Purchase While Bonds Bear Term Rate. While any Bond bears interest at a Term Rate, such Bond shall be purchased pursuant to this Section on each Rate Change Date within a Term Rate Mode for such Bond, other than the Rate Change Date which is the first day of a Term Rate Mode applicable to such Bond, and on the Adjustment Date immediately following the last day of such Adjustable Long Mode, at a purchase price equal to the principal amount thereof. The Registered Owner of such Bond may not elect to retain its Bond.

Not later than the 15th day next preceding such Rate Change Date for each Rate Period, the Trustee shall give notice by mail to the Registered Owners of the Bonds which bear interest at a Term Rate stating (i) the last day of the Rate Period then ending, and (ii) that the Bonds are required to be purchased on such Rate Change Date. The foregoing notwithstanding, the failure of the Trustee to give such notice or cause such notice to be given will not affect the requirement of such Registered Owners to tender their Bonds for purchase on such Rate Change Date. If sufficient moneys are on deposit with the Trustee on the applicable Rate Change Date to purchase such Bonds at the purchase price therefor, such Bonds shall not after the applicable Rate Change Date bear interest, be protected by the Indenture or be deemed to be Outstanding.

If insufficient funds are available on the applicable Rate Change Date to purchase such Bonds at the purchase price therefor: (a) the City shall have no obligation to purchase the Bonds tendered on such date, (b) the failure to pay the purchase price for the Bonds on such Mandatory Tender Date will not constitute an Event of Default under the Bonds, the Senior Lien Master Indenture or under any Supplemental Indenture, (c) the mandatory tender will be deemed to have been rescinded with respect to such Bonds, (d) such Bonds will continue to be Outstanding, (e) such Bonds will be redeemed or otherwise paid at a later date with the proceeds of a future refinancing of the Bonds or, if necessary, available funds from the City, and (f) such Bonds will bear interest at the Stepped Rate from such Rate Change Date until such Bonds are redeemed or otherwise paid. There is no assurance that the City will be successful in its efforts to refinance the Bonds or provide available funds at the end of the initial Rate Period.

Section 3.06. Purchase on Adjustment Date. On each Adjustment Date with respect to a Bond (other than a Bank Bond), including, without limitation, a proposed Fixed Rate Conversion Date or a Substitute Adjustment Date, such Bond shall be purchased pursuant to this Section at a purchase price equal to 100 percent of the principal amount thereof, except that (i) a Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased pursuant to Section 3.03 hereof, and (ii) a Bond which is to be purchased on an Adjustment Date which immediately follows the scheduled final day of an Adjustable Long Mode shall be purchased pursuant to Section 3.05 hereof and (iii) a Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Term Rate Mode shall be purchased pursuant to Section 3.06 hereof. The Registered Owner of such Bond may not elect to retain its Bond.

Not later than the 15th day next preceding the Adjustment Date for any Bond bearing interest at a Weekly Rate, the Trustee shall give Immediate Notice to the Registered Owners of such Bonds stating (i) the last day of the Adjustment Period then ending, and (ii) that such Bond is required to be purchased on the Adjustment Date.

Section 3.07. Purchase of Tendered Bonds Delivered to Trustee's Agent; Notices.

(a) Tendered Bonds shall be purchased from the Registered Owners thereof at a purchase price equal to the principal amount thereof, plus accrued interest thereon (unless purchased on an Interest Payment Date, in which event such accrued interest shall not be paid as part of the purchase price secured by the Credit Facility), but solely from the following sources in order of priority indicated, neither the City, the Trustee, the Trustee's Agent nor the Remarketing Agent having an obligation to use funds from any other source:

(i) proceeds of the sale of such Tendered Bonds (other than Tendered Bonds sold to the City in violation of Section 3.16(b) hereof) pursuant to Section 3.09 hereof;

(ii) moneys received from the underwriter or purchaser (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;

(iii) proceeds of the Credit Facility, to the extent a Credit Facility is available; and

(iv) Eligible Moneys furnished by, and at the option of, the City to the Trustee for the purchase of Tendered Bonds, *provided* that the conditions of Section 3.16(b) hereof are satisfied.

(b) The Trustee or the Trustee's Agent shall pay the purchase price specified above from the sources specified above of each Tendered Bond to the Registered Owner thereof by 1:30 p.m., Chicago time, on the purchase date, *provided* that the Trustee's Agent shall have confirmed that such Registered Owner has delivered such Tendered Bond (with any necessary endorsements) to the corporate trust office of the Trustee's Agent no later than 12:00 noon, Chicago time, on such date.

(c) If funds described in Section 3.08(a) shall not be available to purchase a Tendered Bond, the Registered Owner shall continue to hold such Bond and such Bond shall bear interest, commencing on the date on which such Bond was tendered for purchase, at an interest rate equal to the Maximum Interest Rate; provided, however, that with respect to Tendered Bonds tendered for purchase to Section 3.06, the failure to pay the purchase price of such Tendered Bonds shall result in such Bonds being subject to mandatory redemption as described in Section 3.12(d) hereof.

Section 3.08. Remarketing of Tendered Bonds by Remarketing Agent. Upon the delivery or deemed delivery of Tendered Bonds by the Registered Owners thereof in accordance with the provisions hereof, the Remarketing Agent shall offer for sale and use its best efforts to remarket such Tendered Bonds pursuant to the Remarketing Agreement, any such remarketing to be made on the date on which such Tendered Bonds are to be purchased, at a price equal to the principal amount thereof plus accrued interest, if any.

If Bonds are delivered or deemed delivered for purchase under Section 3.01(a) hereof, the Remarketing Agent shall give telephonic notice to the Trustee, the Trustee's Agent, the City and the Bank no later than 11:00 a.m., Chicago time, on the date on which such Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

In addition, with respect to Bonds delivered or deemed delivered for purchase under Section 3.01(b), 3.02, 3.03, 3.04, 3.05, 3.06 or 3.07 hereof, the Remarketing Agent shall give telephonic notice to the Trustee, the Trustee's Agent, the City and the Bank no later than 4:00 p.m., Chicago time, on the Business Day next preceding the date on which such Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

The Remarketing Agent shall remarket Bank Bonds to the extent, and subject to the conditions, set forth herein and in the Remarketing Agreement; provided, however, that no Bank Bond may be remarketed unless the amount of funds which are available and may be loaned under the Credit Facility has been reinstated by an amount equal to the principal amount of the Bank Bonds remarketed plus an interest component thereon calculated for the applicable number of days of interest coverage at the Interest Coverage Rate, unless the Credit Facility has been reduced pursuant to Section 6.01 of this [Eighty-Eighth] Supplemental Indenture or the Credit Facility is no longer required pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture. Bank Bonds shall be remarketed as provided in the Credit Agreement. Upon the remarketing of Bank Bonds, the Remarketing Agent shall immediately provide telephonic notice, promptly confirmed by telecopy or email, of such remarketing to the Trustee, the City and the Bank, and thereupon the Trustee shall, subject to Section 3.10(a)(ii) hereof, immediately deliver or provide for transfer of beneficial interest in such Bonds for delivery to the purchasers thereof upon payment to the Bank of the principal amount of such Bank Bonds.

Section 3.09. Delivery of Bonds and Proceeds of Sale. (a)(i) Subject to Section 3.11 hereof, Bonds remarketed by the Remarketing Agent pursuant to Section 3.09 hereof shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 a.m., Chicago time, on the date of purchase against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 11:00 a.m., Chicago time, on the date of purchase.

(ii) Bank Bonds shall be delivered to the Trustee or otherwise at the direction of the Bank, or for as long as the Bonds are in the Book-Entry-Only System described in Section 2.11 hereof, credited to the designated account of the Bank or its designee as beneficial owner of such Bank Bonds by DTC (in its capacity as custodian) pursuant to the Credit Agreement or the Custody Agreement, if any. Notwithstanding anything herein to the contrary, if the Trustee holds Bank Bonds as custodian for the Bank pursuant to the Credit Agreement or the Custody Agreement, if any, the Trustee shall not release to the purchaser thereof Bank Bonds remarketed pursuant to Section 3.09 hereof unless the Bank shall have given written notification (which may be by facsimile communication) to the Trustee that it has reinstated the Credit Facility. The Trustee hereby agrees to follow the provisions of the Credit Agreement or the Custody Agreement, if any, as to registration and procedures for Bank Bonds during the effective period of the Credit Facility.

(b) Except as otherwise provided in the Credit Agreement or the Custody Agreement, if any, Tendered Bonds delivered as provided in this Section shall be registered in the manner directed by the purchaser thereof, except that Bank Bonds shall be registered in the name of the Bank, and beneficial interest therein shall be transferred as provided in paragraph (a)(ii) above.

(c) The Trustee's Agent shall notify the Trustee in writing (which may be delivered by telecopy or email) no later than 10:30 a.m., Chicago time, on each day on which Tendered

Bonds in the Daily Mode, and no later than 4:30 p.m., Chicago time, on the Business Day prior to the day on which Tendered Bonds in any other Interest Mode, are delivered or deemed delivered for purchase under Section 3.01, 3.02, 3.03, 3.04, 3.05, 3.06 or 3.07 hereof of the aggregate principal amount of Tendered Bonds to be purchased on such settlement date. The Trustee shall take such actions as are necessary to draw or obtain funds under any applicable Credit Facility in accordance with its terms to pay the purchase price of such Tendered Bonds (other than Bank Bonds) when due. If surplus moneys from the Bank remain after the payment in full of all Tendered Bonds, the Trustee shall provide Immediate Notice to the Bank of the amount of funds made available by the Bank on such date which are not required for the payment of Tendered Bonds and shall immediately return such excess funds to the Bank.

(d) If sufficient moneys are on deposit with the Trustee or the Trustee's Agent to pay the applicable purchase price of any Tendered Bond, such Tendered Bond shall be deemed to have been purchased whether or not delivered by the Registered Owner thereof on the date such Tendered Bond is to be purchased. If any such purchased Tendered Bond is not so delivered, the City shall execute, and the Trustee shall authenticate and deliver, a replacement Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding.

Section 3.10. No Remarketing After Certain Defaults. Anything in the Indenture to the contrary notwithstanding, (a) if during the period a Credit Facility is required pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, there is no Credit Facility in effect, there shall be no remarketing of Tendered Bonds unless consented to in writing by the City, the Remarketing Agent, and the Bank. and (b) if there shall have occurred and be continuing an Event of Default under the Indenture of which an authorized officer in the principal office of the Remarketing Agent or an authorized officer in the corporate trust office of the Trustee has actual knowledge, there shall be no remarketing of Tendered Bonds pursuant to Section 3.09 hereof unless consented to in writing by the City, the Remarketing Agent, and the Bank. In addition, the Remarketing Agent shall be under no obligation to remarket Bonds upon the occurrence and continuance of a Credit Agreement Default. In the event the Bonds are not remarketed as a result of an event specified in this Section 3.10, the interest rate on the Bonds shall be the rate as specified in Section 4.01(d) of this [Eighty-Eighth] Supplemental Indenture.

Section 3.11. Redemption Terms, Dates and Prices. The Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided in this Section.

(a) *Optional Redemption.*

(i) Bonds in a Daily or Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Daily or Weekly Mode, at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date.

(ii) Bonds in an Adjustable Long Mode or Fixed Mode shall be subject to redemption prior to their Maturity Date, at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) at a Redemption Price at or greater than 100% of the principal amount of Bonds called for redemption) plus accrued interest, if any, to the redemption date.

(iii) Bonds bearing interest at a Flexible Rate, a Term Rate or an Adjustable Long Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) at a Redemption Price equal to or greater than 100% of the principal amount thereof plus accrued interest, if any, to the redemption date.

(b) *Optional Redemption of Bank Bonds.* Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date. Bank Bonds shall be optionally redeemed by the City prior to any other Bonds.

(c) *Mandatory Redemption of Bank Bonds.* Bank Bonds shall be subject to mandatory redemption prior to their Maturity Date in accordance with the schedule provided in the applicable Credit Agreement.

[(d) *Mandatory Redemption of Bonds Bearing Term Rate.* Bonds in a Term Rate Mode for which the purchase price required pursuant to Section 3.06 hereof is not available on such Rate Change Date when due shall be subject to mandatory redemption on such Rate Change Date at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to the redemption date.]

(e) *General Provisions Regarding Redemptions.* (i) No redemption of less than all of the Bonds outstanding shall be made pursuant to Section 3.11(a), (b) or (c) hereof unless (i) if such redemption is of Bonds bearing interest at a Short Rate, a Term Rate or an Adjustable Long Rate, the aggregate principal amount of Bonds to be redeemed is equal to \$100,000 or integral multiples thereof and (ii) if such redemption is with respect to Bonds bearing interest at a Fixed Rate, the aggregate principal amount of Bonds to be redeemed is equal to \$100,000 or \$5,000 multiples in excess thereof. Any redemption of less than all of the Bonds outstanding shall be made in such a manner that (a) all Bank Bonds are redeemed prior to the optional redemption of any other Bond and (b) all Bonds outstanding after such redemption are in Authorized Denominations.

(ii) Bonds may be called for redemption by the Trustee pursuant to Section 3.11(a) hereof (A) in the case of Bonds bearing interest at a Short Rate, upon receipt by the Trustee at least 35 days prior to the redemption date of a written request of the City requesting such redemption, or (B) in the case of Bonds bearing interest at an Adjustable Long Rate, a Term Rate or a Fixed Rate, upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City requesting such redemption.

(iii) Bonds may be called for redemption by the Trustee pursuant to Section 3.11(b) hereof upon receipt by the Trustee at least one Business Day prior to the redemption date of a written request of the City requesting such redemption. The Trustee or the Trustee's Agent shall give notice to the Bank one Business Day prior to any redemption of Bank Bonds pursuant to Section 3.11(b) hereof.

(iv) In lieu of redeeming Bonds pursuant to Section 3.11(a) hereof, the Trustee may, at the request of the City, use such funds available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the redemption price then applicable hereunder. Any Bond so purchased shall be purchased with

Eligible Moneys unless such Bond is a Bank Bond or bears interest at a Fixed Rate. Any Bond so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be cancelled, all as provided in Section 2.10 hereof. Notwithstanding anything in Section 3.13(a) to the contrary, any notice of such purchase in lieu of redemption must state that the purchase is conditional on such funds being deposited and available for use on the purchase date, and that failure to deposit such funds shall not constitute an Event of Default under the Indenture.

Section 3.12. Notice of Redemption. (a) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Bonds bearing interest at a Short Rate, not less than 30 or more than 45 days prior to the date fixed for redemption and shall be given by first class mail, postage prepaid, with respect to Bonds bearing interest at an Adjustable Long Rate, a Term Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, to the Bank, the Remarketing Agent and the Registered Owners of the Bonds to be redeemed at their addresses as shown on the Bond Register. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Bonds which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard. Prior to the date that the redemption notice is first given as aforesaid, funds shall be placed with the Trustee to pay such Bonds, any premium thereon, and accrued interest thereon to the redemption date, or such notice shall state that any redemption is conditional on such funds being deposited and available for use on the redemption date, and that failure to deposit such funds shall not constitute an Event of Default under the Indenture; any funds so deposited with the Trustee shall be invested solely in Federal Obligations maturing no later than the earlier of (i) 30 days after the date of placement with the Trustee, or (ii) the redemption date.

(b) Notwithstanding Section 3.13(a) hereof, if Bank Bonds are to be redeemed pursuant to Section 3.11(b) or (c) hereof, the Trustee shall give Immediate Notice of a redemption of Bank Bonds to the Bank at least one Business Day prior to the date fixed for redemption.

(c) Notwithstanding Section 3.13(a) hereof, if Bonds bearing interest at a Term Rate are to be redeemed pursuant to Section 3.11(d) hereof, the Trustee shall give Immediate Notice of a redemption of such Bonds, as soon as practicable following the failure to purchase such Bonds pursuant to Section 3.06.

(d) In addition to the requirements of subsections (a), (b) and (c), notice of the redemption of Bonds or any portion thereof identifying the Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the CUSIP numbers of the Bonds being redeemed, (iii) the principal amount of 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, (vii) the interest rate and Maturity Date of the Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services, and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

(e) Redemption notices shall also be forwarded by registered mail, email, telecopier or overnight delivery service to the Securities Depository with the intention that they be received at least two days prior to the date of mailing of notices to Registered Owners.

(f) Failure to give notice in the manner prescribed hereunder with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Bonds to be redeemed and to pay interest due thereon and premium, if any, the Bonds thus called shall not, after the applicable redemption date, bear interest, be protected by the Indenture or be deemed to be outstanding under the provisions of the Indenture.

(g) If any Bond is transferred or exchanged on the Bond Register after notice has been given calling such Bond for redemption, the Trustee will attach a copy of such notice to the Bond issued in connection with such transfer or exchange.

Section 3.13. No Partial Optional Redemption After Default. Anything in this [Eighty-Eighth] Supplemental Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default of which an officer of the Trustee has actual knowledge, there shall be no optional redemption of less than all of the Bonds at the time outstanding.

Section 3.14. Selection of Bonds for Redemption. If less than all the Bonds shall be called for redemption under any provision of this [Eighty-Eighth] Supplemental Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the City, in the principal amount designated to the Trustee by the City, which designation shall include the Interest Mode and Maturity Date of the particular Bonds to be redeemed, or otherwise as required by this [Eighty-Eighth] Supplemental Indenture; provided, however, that subject to the last sentence of this Section, (i) in the case of the redemption of less than all Bonds which bear interest in the same Interest Mode at the same rate for the same Rate Periods, and which, in the case of Bonds bearing interest at a Fixed Rate, were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Bonds, and (ii) subject to other applicable provisions of the Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Registered Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Registered Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Registered Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof without charge therefor. Anything herein to the contrary notwithstanding, any redemption of less than all of the Bonds outstanding shall be made first from Bank Bonds.

Section 3.15. Limit on Remarketing. (a) Any Bond purchased pursuant to Section 3.01, 3.02, 3.03, 3.04, 3.05, 3.06 or 3.07 hereof from the date notice is given of redemption of such

Bond pursuant to Section 3.13 hereof through the date for such redemption, or from the date of notice of mandatory purchase of such Bond pursuant to Section 3.02, 3.03, 3.04, 3.05, 3.06 or 3.07 hereof through the date for such mandatory purchase, shall not be remarketed except to a purchaser who has been notified at the time of such purchase of the requirement to deliver such Bond for redemption or purchase to the Trustee on the redemption or purchase date.

(b) Tendered Bonds shall not be remarketed to the City. The requirement of the preceding sentence shall not apply to a purchase of Tendered Bonds when there is either (a) a failure by the Bank to honor a properly presented and conforming draw under the Credit Facility then in effect with respect to the Bonds or (b) no Credit Facility in effect pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture. The Trustee shall not be required to monitor the actions of the Remarketing Agent to ensure that it will not remarket any Bonds to the City, and, for the purposes of Section 3.08(a)(i) hereof, the Trustee may, in the absence of actual notice to the contrary, assume that no funds furnished to the Trustee by the Remarketing Agent constitute proceeds of the remarketing of any Bonds to the City.

(c) Notwithstanding anything else herein to the contrary, in no event shall any Bond owned by the City be entitled to the benefit of the tender provisions hereof, and, consequently, in no event shall proceeds of the Credit Facility ever be applied to the payment of such City-owned Bonds (and, as such, the Trustee shall make no drawings under the Credit Facility with respect thereto).

Section 3.16. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Bonds to be redeemed on the redemption date to be applied in accordance with the provisions hereof.

ARTICLE IV

MODE CONVERSION

Section 4.01. Authority for and Conditions to Conversion to Adjustable Long Mode or Short Mode. (a) If the City shall deliver to the Trustee (i) a Bank Approval, (ii) written evidence from each rating agency then providing ratings on the Bonds that the ratings on the unconverted portion of the Bonds will not be reduced or withdrawn as a result of any partial conversion of the Interest Mode for the Bonds and (iii) a form of supplemental indenture responsive to the provisions of Section 11.01(b) hereof, it is not necessary that all of the Bonds operate in the same Interest Mode at the same time; no Bank Approval is required in connection with a change of Interest Modes involving all of the Bonds. The City may designate a different Interest Mode with respect to any Bond during a Flexible Mode, a Term Rate Mode or one or more Adjustable Long Modes on any Rate Change Date, and during a Daily Mode or a Weekly Mode on any Business Day, upon compliance with this Section. The City may select such subsequent Interest Mode and, within an Adjustable Long Mode, a Term Rate Mode or a Flexible Mode, the Remarketing Agent may designate such Rate Periods from time to time, upon the written request of the City in the case of the Term Rate Mode or the Adjustable Long Mode, as will, in its judgment, result in the lowest aggregate cost being payable by the City with respect to the Bonds bearing interest at a Flexible Rate, a Term Rate Mode or an Adjustable Long Rate, as the case may be, taking into account interest and any other determinable fees and expenses, and taking into account any Qualified Swap Agreement relating to such Bonds. The City may establish different Interest Modes and, within an Adjustable Long Mode, a Term Rate Mode or a

Flexible Mode, the Remarketing Agent may from time to time, upon the request of the City in the case of the Term Rate Mode or the Adjustable Long Mode, establish different Rate Periods, for Bonds on the same Adjustment Date in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to the Bonds, taking into account interest and any other determinable fees and expenses, and taking into account any Qualified Swap Agreement relating to such Bonds. The Remarketing Agent's determination shall be based upon the market for and the relative yields of the Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Bonds, or any fact or circumstance relating to the Bonds or affecting the market for the Bonds, or affecting such other comparable securities, in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Bonds. The Remarketing Agent, in its discretion, may consider such information and resources as it deems appropriate in making the determinations required by this Section, but the Remarketing Agent's determination shall be based solely upon the Remarketing Agent's judgment, and the Remarketing Agent's determination shall be conclusive and binding upon all parties. The foregoing notwithstanding, the City may select any Interest Mode and, within an Adjustable Long Mode, a Term Rate Mode or a Flexible Mode, the Remarketing Agent may designate any Rate Period which does not meet the foregoing standards if the conditions of Section 4.01(f)(ii) hereof are satisfied. The City shall select such a principal amount of Bonds for conversion from one Interest Mode to another as will allow Bonds after conversion to be sold in the minimum Authorized Denominations applicable to such Interest Mode.

(b) The City shall evidence each designation of a subsequent Interest Mode and Adjustment Date for Bonds pursuant to Section 4.01(a) hereof by giving written notice to the Trustee, the Trustee's Agent, the Remarketing Agent, the Bank and each rating agency then maintaining a rating on the Bonds, which written notice shall be received by each such party not less than 20 days prior to the Adjustment Date with respect to the new Adjustment Period, specifying (i) the Interest Mode or Modes in which such Bonds shall operate during such Adjustment Period and the commencement date of such Adjustment Period, and (ii) if such Interest Mode is to be an Adjustable Long Mode, the duration of such Adjustment Period for each Bond affected thereby, the Rate Determination Date or Dates, the Rate Change Date or Dates therefor and the applicable optional redemption provisions determined in accordance with Section 3.11(a)(ii) hereof; provided, however, that (A) if such Adjustment Period is an Adjustable Long Mode, a Term Rate Mode or a Flexible Mode, the first day following each Rate Period therein shall be a Business Day, and (B) not later than the 20th day prior to the Adjustment Date with respect to the new Adjustment Period, the Trustee must have received written evidence from each rating agency then maintaining a rating on the Bonds that the then current rating on the Bonds will not be reduced or withdrawn due to the conversion of the Bonds to the Adjustable Long Mode, a Term Rate Mode or the Flexible Mode. In addition, any required Credit Facility must provide enough days of interest coverage after the Adjustment Date as may be required by any rating agency then maintaining a rating on the Bonds to continue its unenhanced rating, if any, unless no Credit Facility is required pursuant to Section 6.02 of this [Eighty-Eighth] Supplemental Indenture.

(c) No later than 10:00 a.m., Chicago time, on an Adjustment Date which is the first day of a Flexible Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the City and the Trustee of (i) the initial Rate Period and initial Flexible Rate to be borne by each Bond designated to operate in a Flexible Mode, and (ii) the Rate Change Date which immediately succeeds such initial Rate Period. No later than 9:30

a.m., Chicago time, on an Adjustment Date which is the first day of a Daily Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the City and the Trustee of the initial Daily Rate to be borne by the Bonds designated to operate in a Daily Mode. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of a Weekly Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the City and the Trustee of the initial Weekly Rate to be borne by the Bonds designated to operate in a Weekly Mode. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of an Adjustable Long Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee and the City of the initial Adjustable Long Rate to be borne by each Bond designated to operate in an Adjustable Long Mode. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of a Term Rate Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee and the City of the Rate Period and the Term Rate to be borne by each Bond designated to operate in a Term Rate Mode.

(d) In the event the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Bond all as provided in Section 4.01(a) hereof, the immediately succeeding Interest Mode with respect to the Bonds in the Interest Mode then ending shall be (i) a Daily Mode, if the preceding Mode was a Daily Mode, with a Daily Rate established by the Remarketing Agent, or if the Remarketing Agent fails to set such Rate, such Daily Rate shall be equal to 110% of the SIFMA Municipal Index, (ii) a Weekly Mode if the preceding Mode was a Weekly Mode, with a Weekly Rate established by the Remarketing Agent, or if the Remarketing Agent fails to set such Rate, such Weekly Rate shall be equal to 110% of the SIFMA Municipal Index or (iii) an Adjustable Long Mode with an Adjustment Period of 367 days if the preceding Mode was an Adjustable Long Mode, with an Adjustable Long Rate established by the Remarketing Agent, or, if the Remarketing Agent fails to set such rate, such Adjustable Long Rate shall be equal to 105% of the yield to maturity on United States Treasury fixed rate obligations having a maturity that is closest to the date that is 367 days after the Rate Determination Date, as most recently published in The Wall Street Journal preceding the Adjustment Date.

So long as a Credit Facility is in effect, any mandatory tender in connection with a conversion pursuant to this Section 4.01 shall occur notwithstanding that the Remarketing Agent shall have failed to set the initial rate as described in the preceding paragraph. If no Credit Facility is then in effect and the Remarketing Agent shall have failed to set the initial rate as described in the preceding paragraph any mandatory tender in connection with a conversion pursuant to this Section 4.01 shall be cancelled.

(e) Upon receipt of notice from the City as provided in Section 4.01(b) hereof, the Trustee, at least 15 days prior to each succeeding Adjustment Date, shall give the Immediate Notice described in Section 3.07 hereof to each Registered Owner of Bonds thereby affected bearing interest at a Daily Rate or a Weekly Rate of the mandatory tender for purchase of the affected Bonds on the Adjustment Date.

(f) Any designation pursuant to Section 4.01(a) of a subsequent Adjustment Period shall be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City, the Bank and the Trustee, to the effect that the Remarketing Agent has determined that

such change satisfies the standards provided in Section 4.01(a) hereof, or (ii) an approval in writing of such change by a duly authorized officer of the City.

(g) During such time as a Credit Facility is required under Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, no conversion of Interest Modes shall be effective unless the City has certified to the Trustee that the Credit Agreement in effect on and after such Interest Mode change permits requests to be made and funds to be made available to the Trustee's Agent so the Trustee's Agent can comply with Section 3.08 hereof in a timely manner.

(h) No change of Interest Mode may occur with respect to any of the Bonds until the expiration of the initial Rate Period established under Section 2.02(a) with respect to such Bonds.

(i) A change from an Interest Mode to another Interest Mode must comply with this paragraph (i). Any notice of a proposed change in Interest Modes must be accompanied by a Favorable Opinion of Bond Counsel, except as described below. Except in the case of the rescission of such Favorable Opinion of Bond Counsel as described in paragraph (j) below, if the City's notice complies with this subsection (i) and the other provisions hereof relating to such change in Interest Modes, the interest rate on the Bonds shall be determined in accordance with the method specified therein. Notwithstanding anything in this [Eighty-Eighth] Supplemental Indenture to the contrary, the City must deliver a Favorable Opinion of Bond Counsel whenever there is a change from a method during which the period between tender dates (optional or mandatory) on the Bonds is one year or less to a method during which the period between tender dates (optional or mandatory) on the Bonds is in excess of one year, or vice versa.

(j) Notwithstanding any other provision of this Section 4.01, no change shall be made in the method of determining the interest rate on the Bonds at the direction of the City, and the Bonds shall continue to bear interest in accordance with the then current method, if the Trustee shall receive written notice prior to the effective date of such change that (i) the Favorable Opinion of Bond Counsel required by 4.01(i)(1) has been rescinded or (ii) that the City has revoked its election. If the Trustee shall have sent notice to the Bondholders regarding such change the Trustee shall promptly notify the Bondholders of such rescission.

Notwithstanding the foregoing and except when there is no Credit Facility in effect, if notice of mandatory purchase has been given to the Bondholders, the Bonds shall be subject to mandatory purchase as specified in such notice.

Section 4.02. Designation of Substitute Adjustment Date. (a) The City may designate a Substitute Adjustment Date (i) for any Bank Bonds (*provided* that such Bank Bonds shall continue to bear interest at the Bank Rate as long as they remain Bank Bonds), with Bank Approval, on any Business Day, and (ii) for any Bonds in an Adjustable Long Mode, on any Business Day on which such Bonds can be optionally redeemed at a price of par plus accrued interest as set forth in Section 3.11(a)(ii) hereof. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Bonds for all purposes of this [Eighty-Eighth] Supplemental Indenture.

(b) The City shall evidence each such designation of a Substitute Adjustment Date by giving written notice to the Remarketing Agent, the Bank and the Trustee, which written notice shall be received by the Remarketing Agent and the Trustee not less than one day prior to each such Substitute Adjustment Date for Bank Bonds and not less than 20 days prior to each Credit

Substitution Date for Bonds in an Adjustable Long Mode, specifying (i) the Interest Mode in which such Bonds shall operate commencing with such Substitute Adjustment Date, and (ii) if such Adjustment Period is to be an Adjustable Long Mode, the duration of the immediately succeeding Adjustment Period for each Bond affected thereby, the Rate Periods therein, the Rate Change Dates and Rate Determination Dates therefor, and the applicable optional redemption provisions determined in accordance with Section 3.11(a)(ii) hereof; provided, however, that clauses (A) and (B) of the proviso of Section 4.01(b) hereof shall apply to the designation by the City of a Substitute Adjustment Date and the selection of the Rate Change Date or Dates applicable thereto. In addition, if the succeeding Adjustment Period is to be an Adjustable Long Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee no later than 10:00 a.m., Chicago time, on the Business Day immediately preceding the Substitute Adjustment Date, specifying the interest rate which will be effective commencing on such Substitute Adjustment Date. If the succeeding Adjustment Period is to be a Flexible Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee, no later than 10:00 a.m., Chicago time, on the Adjustment Date which is the first day of a Flexible Mode, of (i) the duration of the initial Rate Periods during such Flexible Mode and the initial Flexible Rates to be borne by the Bonds designated to operate in a Flexible Mode during such Rate Periods, and (ii) the Rate Change Dates upon which such Rate Periods shall terminate. If the succeeding Adjustment Period is to be a Weekly Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the City and the Trustee, no later than 10:00 a.m., Chicago time, on the Business Day immediately preceding the Substitute Adjustment Date, specifying the interest rate which will be effective commencing on such Substitute Adjustment Date. If the succeeding Adjustment Period is to be a Daily Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the Trustee, no later than 9:30 a.m., Chicago time, on the Substitute Adjustment Date which is the first day of a Daily Mode, of the initial Daily Rate to be borne by the Bonds designated to operate in a Daily Mode during such Rate Period. If the succeeding Adjustment Period is to be a Term Rate Mode, the Remarketing Agent shall give telephonic or electronic notice (confirmed by telecopy or email) to the City and the Trustee of the Rate Period and the Term Rate to be borne by Bonds designated to operate in the Term Rate Mode during such Rate Period. If the succeeding Adjustment Period is to be a Fixed Mode, the City shall satisfy the requirements of Section 4.03.

(c) Any designation by the City pursuant to Section 4.02(a) of a Substitute Adjustment Date shall be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City, the Bank and the Trustee, to the effect that the Remarketing Agent has determined that such change satisfies the standards provided in Section 4.01(a) hereof.

Section 4.03. Authority for and Conditions to Conversion to Fixed Rate. (a) If the City shall deliver to the Trustee (i) written evidence that a certificate regarding the Fixed Rate conversion has been delivered to the Bank, (ii) written evidence from each rating agency then providing ratings on the Bonds that the ratings on the unconverted portion of the Bonds will not be reduced or withdrawn as a result of any partial conversion of the interest Mode for the Bonds and (iii) a form of supplemental indenture responsive to the provisions of Section 11.01(b) hereof, it is not necessary that all of the Bonds operate in the same Interest Mode at the same time. On any Rate Change Date during a Flexible Mode, a Term Rate Mode or an Adjustable Long Mode, or on any Business Day during a Daily Mode or a Weekly Mode, the interest rate to be borne by all or any portion of the Bonds in such Interest Mode shall be converted to a Fixed Rate, and such Bonds so converted shall thereafter bear interest at such Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in

accordance with the provisions hereof, whether at the Maturity Date, upon redemption or otherwise, upon receipt by the Trustee of (i) a direction from a duly authorized officer of the City specifying a Fixed Rate Conversion Date and the principal amount of Bonds to be converted, and (ii) a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Bonds which are to be converted on such Fixed Rate Conversion Date at a price equal to the principal amount thereof. The certificate and contract shall be received by the Trustee not less than 20 days prior to the Fixed Rate Conversion Date. Notice of the conversion to a Fixed Rate shall be received by the Trustee, the Trustee's Agent, the Remarketing Agent, the Bank and each rating agency then maintaining a rating on the Bonds not less than 20 days prior to the Fixed Rate Conversion Date.

(b) At least 15 days prior to the Fixed Rate Conversion Date, the Trustee shall give or cause the Remarketing Agent to give written notice of such election by the City to the Registered Owners of all Bonds to be converted bearing interest at a Daily Rate or a Weekly Rate, which notice shall state (i) the Fixed Rate Conversion Date, and (ii) that such Bonds shall be subject to mandatory purchase on such Fixed Rate Conversion Date. The Trustee shall give written notice by first class mail to the Remarketing Agent and the Bank of the foregoing information.

(c) The City, at the direction of the Trustee, shall deliver replacement Bonds bearing the Fixed Rate for converted Bonds surrendered or deemed surrendered by the Registered Owner thereof. Any such replacement Bonds shall be executed and authenticated as provided in Section 2.08 hereof; *provided, however*, that, unless the form of the Bonds is revised pursuant to Section 2.05 hereof, the Trustee shall affix a legend on the face of each Bond authenticated on or after the Fixed Rate Conversion Date therefor in substantially the following form:

This Bond bears interest at the Fixed Rate, as defined in this Bond, of _____ percent per annum from and after _____. This Bond is not secured by a Credit Facility. This Bond matures on _____.

(d) From the date notice of the proposed establishment of a Fixed Rate with respect to any Bond is received by the Trustee as provided in subsection (a) of this Section 4.03 through the Fixed Rate Conversion Date therefor, such Bond shall not be remarketed by the Remarketing Agent except to a buyer who is notified in writing of the mandatory purchase of such Bond on such Fixed Rate Conversion Date.

(e) No Credit Facility is required for Bonds bearing interest at a Fixed Rate, so the amount of the Credit Facility, if any, may be reduced on or after the Fixed Rate Conversion Date with respect to such Bonds as provided in the Credit Agreement. The determination of the Fixed Rate for any Bonds shall be conclusive and binding upon the Registered Owners of such Bonds, the City and the Trustee.

(f) After the Fixed Rate Conversion Date for any Bonds, interest on such Bonds shall be payable semiannually on each January 1 and July 1 until all of such Bonds shall have been paid or payment shall have been duly provided for. The interest payable on the January 1 or July 1, as the case may be, next following the Fixed Rate Conversion Date for such Bonds shall be for the period, which may be less than six months, commencing on such Fixed Rate Conversion Date until such January 1 or July 1.

(g) If the conversion of the interest rate on any Bond does not occur for any reason, including in the event that any condition precedent to the conversion shall not occur, the provisions of Section 4.01(d) shall apply.

(h) The provisions of Sections 4.01(h) and 4.01(i) shall apply to such conversion.

Section 4.04. Effect of Notices. Any notice mailed as provided in this Article IV shall be conclusively presumed to have been given, whether or not the Registered Owners of the Bonds receive the same.

ARTICLE V

REVENUES AND FUNDS

Section 5.01. Source of Payment of Bonds. The Bonds and the Senior Lien Section 208 Obligations are not general obligations of the City but are limited obligations of the City payable solely from Revenues and Pledged Other Available Moneys (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against (i) the 2026[B][C][D] Dedicated Sub-Fund, [(ii) the PFC Revenue Deposit Account and (iii) the Qualified Debt Service Reserve Sub-Fund on a parity with other Qualified Bonds] [(ii) the Common Debt Service Reserve Sub-Fund on a parity with other Common Reserve Bonds] and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this [Eighty-Eighth] Supplemental Indenture.

The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto.

Section 5.02. Creation of Sub-Fund and Accounts in the Debt Service Fund; Creation of Bond Purchase Fund.

(a) *Creation of 2026[B][C][D] Dedicated Sub-Fund.* There is hereby created by the City and ordered established with the Trustee a separate and segregated Dedicated Sub-Fund within the Debt Service Fund, such Dedicated Sub-Fund to be designated the "Chicago O'Hare International Airport 2026[B][C][D] Senior Lien Bond Dedicated Sub-Fund" (hereinafter called the "2026[B][C][D] Dedicated Sub-Fund"). Moneys on deposit in the 2026[B][C][D] Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds[, and the Bank]; *provided that* moneys in the Debt Service Reserve Account may be used to pay debt service on Common Reserve Bonds as provided in Section 5.08 hereof].

(b) *Creation of Accounts and Sub-Account.* There are hereby created by the City and ordered established with the Trustee separate Accounts within the Series 2026[B][C][D] Dedicated Sub-Fund, designated as follows:

(1) Project Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Project Account" (the "*Project Account*");

(2) a Capitalized Interest Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Capitalized Interest Account" (the "*Capitalized Interest Account*");

(3) Costs of Issuance Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Costs of Issuance Account" (the "*Costs of Issuance Account*");

(4) Program Fee Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Program Fee Account" (the "*Program Fee Account*");

(5) Debt Service Reserve Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Common Debt Service Reserve Account" (the "*Debt Service Reserve Account*"); and

(6) Principal and Interest Account: an Account to be designated the "Chicago O'Hare International Airport Series 2026[B][C][D] Principal and Interest Account" (the "*Principal and Interest Account*").

(c) *Creation of Bond Purchase Fund.* The Trustee shall establish and maintain (but shall not have a lien on as part of the Trust Estate), as long as any Bonds are outstanding which have not been converted to a Fixed Rate, a separate fund to be known as the "Chicago O'Hare International Airport Series 2026[B][C][D] Bond Purchase Fund" (the "*Bond Purchase Fund*"). There shall be deposited into the Bond Purchase Fund from time to time the following:

(i) the moneys received upon the remarketing of Tendered Bonds to any person pursuant to the Remarketing Agreement (other than Tendered Bonds sold to the City in violation of Section 3.15(b) hereof);

(ii) the moneys received from the underwriter or purchaser (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;

(iii) the moneys obtained by the Trustee pursuant to the Credit Facility, if any, then in effect to be applied to pay the purchase price of Tendered Bonds; and

(iv) at the option of the City, Eligible Moneys from the City to the extent that moneys obtained pursuant to (i), (ii) or (iii) above are insufficient on any date to pay the purchase price of Tendered Bonds, *provided* that the conditions of Section 3.15(b) hereof are satisfied.

Moneys in the Bond Purchase Fund shall be held in trust exclusively for the payment of the purchase price of Tendered Bonds; *provided, however*, that under no circumstances shall proceeds of a loan made pursuant to the Credit Facility be used to purchase Bank Bonds. Moneys obtained by the Trustee pursuant to the Credit Facility in excess of the amount needed for the payment of the purchase price of Tendered Bonds shall be promptly paid to the Bank. Moneys on deposit in the Bond Purchase Fund shall be invested only in Federal Obligations with a term not exceeding the earlier of 30 days from the date of investment of such moneys or the date or dates that moneys therefrom are anticipated to be required. Amounts held to pay the purchase price shall be applied in the same manner as provided under the Indenture with respect to unclaimed payments of principal and interest.

[Section 5.03. *PFC Revenue Deposit Account.* (a) There is hereby created by the City and ordered established with the Trustee a separate and segregated account within the Revenue Fund to be designated the "Chicago O'Hare International Airport 2026[D] Senior Lien Bond PFC Revenue Deposit Account" (hereinafter called the "*PFC Revenue Deposit Account*"). Moneys on deposit in the PFC Revenue Deposit Account shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds, and shall not be used or available for the payment of any other Senior Lien Obligations.

(b) On June 20 of each Fiscal Year, the City shall withdraw from the PFC Capital Fund and pay to the Trustee for deposit into the PFC Revenue Deposit Account an amount equal to the 2026[D] Deposit Requirement (as hereinafter defined) with respect to the next ensuing July 1 Deposit Date, as determined pursuant to Section 5.04.

(c) On December 20 of each Fiscal Year, the City shall withdraw from the PFC Capital Fund and pay to the Trustee for deposit into the PFC Revenue Deposit Account an amount equal to the greater of (i) the 2026[D] Deposit Requirement with respect to the next ensuing January 1 Deposit Date, as determined pursuant to Section 4.05, and (ii) the amount required so that the aggregate sum withdrawn from the PFC Capital Fund and deposited in the PFC Revenue Deposit Account during the then current Fiscal Year will be not less than one and twenty-five-hundredths times the Net Debt Service with respect to the Bonds for the Bond Year commencing during such Fiscal Year.

(d) Each deposit to the PFC Revenue Deposit Account required by paragraphs (b) or (c) of this Section shall be made on the required date or as soon thereafter as moneys in the PFC Capital Fund are legally available to satisfy such deposit requirement. If the available amount in the PFC Capital Fund is less than the amount needed to meet any deposit requirement, then the City shall deposit the maximum amount then available for withdrawal from the PFC Capital Fund and the City's obligation to make the required deposits to the PFC Revenue Deposit Account shall continue until the applicable 2026[D] Deposit Requirement under Section 4.05 has been fully satisfied.

(e) Any moneys held in the PFC Revenue Deposit Account shall be withdrawn by the Trustee and paid over to the City free from the lien of this [Eighty-Eighth] Supplemental Indenture on the earliest date in each Fiscal Year, after January 5 and prior to June 20 of such Fiscal Year, that each prior 2026[D] Deposit Requirement, as determined pursuant to Section 5.04, has been fully satisfied.]

Section 5.03. Application of Bond Proceeds [and Available Funds]. The proceeds received by the City from the sale of the Bonds shall be applied[, together with other available funds] as follows:

- (a) *Payment for Purchased Bonds:* the amount of \$_____ shall be applied by the City for the payment of Purchased Bonds tendered for purchase, [of which \$_____ is derived from Bond Proceeds];
- (b) *Redemption, Payment or Defeasance of Refunded Bonds:* the amount of \$_____ shall be applied by the City for the redemption, payment or defeasance of the Refunded Bonds [of which \$_____ is derived from Bond Proceeds];
- (c) *Deposit to Project Account:* the Trustee shall deposit the amount of \$_____ into the Project Account;
- (d) *Deposit to Costs of Issuance Account:* the Trustee shall deposit the amount of \$_____ into the Costs of Issuance Account;
- (e) *Deposit to Capitalized Interest Account:* the Trustee shall deposit the amount of \$_____ into the Capitalized Interest Account; and
- (f) *Deposit to Common Debt Service Reserve Sub-Fund:* the Trustee shall deposit the amount of \$_____ into the Common Debt Service Reserve Sub-Fund; and
- (g) *Deposit to Qualified Debt Service Reserve Sub-Fund:* the Trustee shall deposit the amount of \$_____ into the Qualified Debt Service Reserve Sub-Fund.

Section 5.04. Deposits into Series 2026[B][C][D] Dedicated Sub-Fund and Accounts Therein. On January 1 and July 1 of each year, commencing [January 1, 2027] (each such date referred to herein as the "Deposit Date") there shall be deposited into the 2026[B][C][D] Dedicated Sub-Fund [first, from the amounts on deposit in the PFC Revenue Deposit Account and second, if needed,] from amounts on deposit in the Debt Service Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "2026[B][C][D] Deposit Requirement"):

- (a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date reduced [(A) by moneys transferred from the Capitalized Interest Account and (B)], in the case of each January 1 Deposit Date, by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account; and
- (b) [for deposit into the Qualified Debt Service Reserve Sub-Fund, the applicable Series Share Amount for the Bonds, if any, required from the Series 2026[D] Dedicated Sub-Fund so that the aggregate sum deposited will restore the Qualified Debt

Service Reserve Sub-Fund, to an amount equal to the Reserve Requirement, including reimbursement of any Qualified Credit Provider; and]

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

Upon calculation by the Trustee of each Series 2026[B][C][D] Deposit Requirement under this Section, the Trustee shall notify the City of the Series 2026[B][C][D] 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.

In addition to the Series 2026[B][C][D] Deposit Requirement, there shall be deposited into the Series 2026[B][C][D] Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this [Eighty-Eighth] Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 2026[B][C][D] Dedicated Sub-Fund and to one or more accounts therein.

Section 5.05. Use of Moneys in Certain Accounts for Payment of Bonds, Senior Lien Section 208 Obligations. (a) Moneys in the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds [(and the Common Reserve Bonds with respect to moneys in the Debt Service Reserve Account as provided in Section 5.08 hereof)], for the redemption of the Bonds prior to their Maturity Date and for the payment of Senior Lien Section 208 Obligations, but only to the extent that such Senior Lien Section 208 Obligations relate to the Bonds. Funds for such payments shall be derived from the following source or sources but only in the following order of priority:

(i) for payment of interest on the Bonds on each Interest Payment Date with respect to the Bonds, from moneys held in the Capitalized Interest Account;

(ii) for payment of interest on or principal of the Bonds on each Interest Payment Date, from moneys transferred from the Project Account and held in the Principal and Interest Account;

(iii) from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind (1) for payment of principal of, premium, if any, and interest due on each Interest Payment Date with respect to the Bonds and not otherwise provided for, and (2) for payment of principal of, premium, if any, and interest due with respect to Section 208 Obligations (but only to the extent that such Section 208 Obligations relate to the Bonds) on any date that payment is due [and (3) for payment of net payments due from the City with respect to interest under any Qualified Swap Agreement (but only to the extent that it relates to the Bonds) on any date that payment is due]; and

(iv) for payment of principal of, premium, if any, and interest due on each Interest Payment Date with respect to the Bonds [and the Common Reserve Bonds] and not otherwise provided for, from amounts held in the Debt Service Reserve Account, ratably, without preference or priority of any kind.

[In connection with any partial redemption or defeasance prior to maturity of any Common Reserve Bonds, the Trustee may, at the request of the City, use any amounts to be on deposit in the Debt Service Reserve Account in excess of the Reserve Requirement after giving effect to such redemption or defeasance to pay principal of, or the principal portion of the redemption price of, the Common Reserve Bonds to be redeemed or defeased.]

Section 5.06. Use of Moneys in [the Capitalized Interest Account,] Costs of Issuance Account and Program Fee Account. [Moneys in the Capitalized Interest Account shall be used for transfer to the Principal and Interest Account to pay interest on the Bonds in the following amounts on the following Deposit Dates:

Deposit Date		Amount
		\$

Any amount remaining in the Capitalized Interest Account on January 1, 20__ shall be withdrawn from this Capitalized Interest Account and deposited into the Principal and Interest Account.]. Moneys deposited into the Costs of Issuance Account pursuant to Section 5.03(f) shall be used solely for the payment of Costs of Issuance of the Bonds as directed in a certificate of the City filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a certificate of the City filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account at the direction of the City. Moneys deposited into the Program Fee Account pursuant to Section 5.03(c) hereof shall be used solely for the payment of Program Fees payable by the City to third parties, including [the Bank], with respect to the Bonds as set forth in a Certificate of the City filed with the Trustee.

Section 5.07. Use of Moneys in Project Account. Except as otherwise provided in this [Eighty-Eighth] Supplemental Indenture, moneys in the Project Account shall be disbursed and applied to pay, or to reimburse the payment of, the cost of 2026 Airport Projects.

Section 5.08. Debt Service Reserve Account. (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied, in whole or in part, by one or more Qualified Reserve Account Credit Instruments. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 307 of the Indenture.

(b) The moneys in the Debt Service Reserve Account are held for the benefit of all Bonds [and the other Common Reserve Bonds]. Anything herein to the contrary notwithstanding, moneys in the Debt Service Reserve Account shall be held and disbursed for the benefit of [the Bonds] [all Common Reserve Bonds] and such moneys are hereby pledged and assigned for that purpose. So long as any Bonds remain outstanding the City covenants

that the Trustee shall hold and disburse the Debt Service Reserve Account for the benefit of Bonds [and the other Common Reserve Bonds].

[*Qualified Debt Service Reserve Sub Fund.* The City hereby designates the Bonds as Qualified Bonds. The City and the Trustee covenant and agree that the Qualified Debt Service Reserve Sub Fund is to be administered for the equal benefit, protection and security of the Owners of the Qualified Bonds and that, with respect to the Qualified Debt Service Sub Fund, all Outstanding Qualified Bonds are on a parity and rank equally without preference, priority or distinction.]

[*Common Debt Service Reserve Sub-Fund.* The City hereby designates the Bonds as Common Reserve Bonds. The City and the Trustee covenant and agree that the Common Debt Service Reserve Sub-Fund is to be administered for the equal benefit, protection and security of the Owners of the Common Reserve Bonds and that, with respect to the Common Debt Service Reserve Sub-Fund, all Outstanding Common Reserve Bonds are on a parity and rank equally without preference, priority or distinction.]

Section 5.09. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such 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 Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City, and thereafter the Registered Owners of such 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 thereon 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 5.10. 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 [Eighty-Eighth] Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby. Payments under the Credit Facility and moneys in the Bond Purchase Fund shall be used solely and only to pay the purchase price of Tendered Bonds.

Section 5.11. Costs of Airport Projects. For the purposes of this [Eighty-Eighth] Supplemental Indenture the costs of Airport Projects, including the 2026 Airport Projects, shall include to the extent applicable:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Airport Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Trustee during construction, installation and acquisition of Airport Projects, and premiums on insurance, if any, in connection with such Airport Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Airport Projects or the issuance of Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Airport Projects and the cost thereof,

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Airport Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Airport Projects and the financing thereof, including, without limiting the generality of the foregoing, capitalized interest on the Bonds and, upon receipt by the Trustee of a Favorable Opinion of Bond Counsel, capitalized interest on other Airport Obligations.

Section 5.12. Disbursements from Project Account. (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the an Authorized Officer, as to the following:

- (i) Item number of the payment;
- (ii) The amount to be paid;
- (iii) The purpose, by general classification, for which payment is to be made;
- (iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account and is due and has not been included in any prior requisition which has been paid; and
- (v) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) Disbursements from the Project Account may be made directly to the firm or corporation to whom payment is due or to the City in reimbursement for payments made or to be made by the City.

(c) Upon receipt of any such orders the Trustee shall make payments from the Project Account and the Trustee shall make disbursements in accordance with the directions from an Authorized Officer.

Section 5.13. Permitted Transfers. (a) Moneys in the Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts maintained under the First Lien Indenture or the Indenture to pay the costs of other Airport Projects, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account or the Capitalized Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this [Eighty-Eighth] Supplemental Indenture and the Indenture.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

- (i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;
- (ii) A Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this [Eighty-Eighth] Supplemental Indenture or the Indenture; and
- (iii) a Favorable Opinion of Bond Counsel.

ARTICLE VI

CREDIT FACILITIES

Section 6.01. Credit Facility. (a) The City covenants and agrees that at all times while any Bonds are outstanding which bear interest at a rate other than the Term Rate or the Fixed Rate, it will maintain a Credit Facility in full force and effect with respect to all such Bonds bearing interest at other than a Fixed Rate, except as otherwise provided in Section 6.02 of this [Eighty-Eighth] Supplemental Indenture.

(b) Upon the receipt by the Trustee of a written request of the City stating that the amount available under the Credit Facility may be reduced in compliance with Section 6.02 of this [Eighty-Eighth] Supplemental Indenture, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that such amount be reduced and specifying the amount that shall thereafter be available under the Credit Facility, subject to any requirements of the Credit Agreement. In no event shall the Credit Facility be reduced to an amount less than the principal amount of the Bonds outstanding which bear interest at other than a Term Rate or a Fixed Rate, plus an amount equal to interest thereon at the Interest Coverage Rate then required by any rating agency then rating the Bonds for the number of days then required by any rating agency then rating the Bonds, unless the City has deposited a Substitute Credit Facility with the Trustee in accordance with the terms of this Section, or unless the requirements set forth in Section 6.02 of this [Eighty-Eighth] Supplemental Indenture are satisfied; in no event shall any Substitute Credit Facility replace only in part any then current Credit Facility. Notwithstanding the foregoing, immediately after payment in full has been made on any Bond, either at its Maturity Date, by optional redemption or otherwise, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that the amount available under the Credit Facility be reduced by an amount equal to such principal so paid plus the amount of interest theretofore provided for under the Credit Facility on such principal amount. No direction or consent of the City shall be required for the Trustee to take the action required by the preceding sentence.

(c) Prior to the Fixed Rate Conversion Date, a Substitute Credit Facility may become effective on any Business Day, which shall be a Credit Substitution Date. The City shall cause a draft of any Substitute Credit Facility in substantially final form and a commitment letter with respect thereto, together with written evidence from each rating agency rating the Bonds prior to the Credit Substitution Date of the rating on the Bonds after the Credit Substitution Date, to be delivered to each Bondholder, the Trustee, the Trustee's Agent and the Remarketing Agent, not less than 15 days prior to the proposed Credit Substitution Date. On each Credit Substitution Date the City, the Remarketing Agent, the Trustee and the Trustee's Agent shall also receive (i) an opinion of counsel for the Substitute Bank regarding the enforceability of the Substitute Credit Facility in substantially the form delivered to the Trustee upon execution and delivery of

the Credit Facility then in effect, and (ii) a Favorable Opinion of Bond Counsel. No Substitute Credit Facility shall become effective unless the then current Bank certifies to the City, the Trustee's Agent and the Trustee that all obligations owing to such Bank under the Credit Agreement have been paid in full.

(d) Prior to the Fixed Rate Conversion Date, the City shall deliver the Initial Credit Facility if it is required to do so hereunder. The City shall cause a draft of the Initial Credit Facility in substantially final form and a commitment letter with respect thereto, together with written evidence from each rating agency rating the Bonds of the rating on the Bonds after the Initial Credit Facility is to be delivered, to be delivered to the Trustee and the Remarketing Agent, not less than 15 days prior to the proposed effective date. On the effective date, the City, the Remarketing Agent, the Trustee and the Trustee's Agent shall also receive (i) an opinion of counsel for the Bank regarding the enforceability of the Initial Credit Facility in substantially the form delivered to the Trustee upon execution and delivery of the Credit Facility then in effect and (ii) a Favorable Opinion of Bond Counsel.

(e) On any Credit Substitution Date on which a Substitute Credit Facility becomes effective in accordance with the provisions of this Section, the Trustee shall take such action, if any, as is required under the Credit Agreement to cause the cancellation of the Credit Facility then in effect provided that all drawings requested thereunder have been honored.

(f) Immediate Notice shall be given by the Trustee to the Bank, the City, the Remarketing Agent, the Trustee's Agent and each rating agency then maintaining a rating on the Bonds if no satisfactory Substitute Credit Facility shall be furnished to the Trustee in accordance with this Section on or prior to the Stated Termination Date of the then current Credit Facility, unless the requirements of Section 6.02 of this [Eighty-Eighth] Supplemental Indenture are satisfied. No Substitute Credit Facility shall become effective until all Bank Obligations have been paid to the exiting Bank and no Bank Bonds remain outstanding.

(g) Each Substitute Credit Facility shall provide for the submission of draws thereunder, and the payment of properly submitted draws, on the same timing as that of the Credit Facility being substituted for, unless the Rating Agency shall agree to some other timing.

Section 6.02. Credit Facility Not Required in Certain Circumstances. (a) Prior to the Fixed Rate Conversion Date therefor, Bonds are not required to have the benefit of a Credit Facility if, prior to the expiration or termination of the Credit Facility then in effect, there is delivered to the City, the Remarketing Agent, the Trustee and the Trustee's Agent written evidence from each rating agency then maintaining a rating on the Bonds that the long term unenhanced ratings on the Bonds (other than Bonds in the Term Rate Mode or the Fixed Mode) following the expiration or termination of the Credit Facility will not be reduced or withdrawn from the long term unenhanced ratings on the Bonds immediately prior to such expiration or termination. Bonds bearing interest at a Term Rate or a Fixed Rate shall not be required to have the benefit of a Credit Facility.

(b) Upon satisfaction of the requirements described in subparagraph (a) above, (i) the Trustee, upon receipt of a written request of the City, shall direct or send appropriate notice to the Bank requesting or directing the cancellation of the Credit Facility then in effect on the date (the "*Credit Facility Cancellation Date*") requested by the City in such written request, which date may not be less than 30 days, or such longer period as is required by the Credit Agreement for its termination at the request of the City, from the date the Trustee receives such written request,

and (ii) following the date of such cancellation, all Tendered Bonds may be remarketed by the Remarketing Agent pursuant to the Remarketing Agreement without the benefit of a Credit Facility until such time, if any, as the Bonds are thereafter entitled to the benefits of a Credit Facility pursuant to the provisions of Section 6.01 of this [Eighty-Eighth] Supplemental Indenture. In the event of a Credit Facility Cancellation Date, the Bonds shall be subject to mandatory tender pursuant to Section 3.04 hereof. If at any time no Credit Facility is required on the Bonds, the Trustee shall affix a legend on the face of each Bond which does not bear interest at a Fixed Rate authenticated on or, after the date on which a Credit Facility is no longer required in substantially the following form:

A Credit Facility is not required with respect to this Bond. If a Credit Facility is currently provided, it may be discontinued at any time without prior notice to, or a right to tender by, the Bondholder.

Section 6.03. Consent of Bank Required. No consent of or notice to the Bank shall be required under any provision of the Indenture, nor shall the Bank have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or accelerations pursuant to any provision of the Indenture, during any time which:

(i) the Bank has failed to honor any properly presented and conforming drawing under the Credit Facility; or

(ii) the Bank is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Bank's activities.

Section 6.04. Additional Notices. The Trustee agrees to give notices to the Bank in accordance with the Credit Agreement.

ARTICLE VII

INVESTMENT OF MONEYS

Section 7.01. Investment of Moneys. Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the indenture; *provided, however,* that proceeds of the Credit Facility shall only be invested in Federal Obligations maturing no later than the date upon which such moneys will be required to be used in accordance herewith. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

Section 7.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made; *provided, however,* that any interest earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the Senior Lien Fund.

ARTICLE VIII**DISCHARGE OF LIEN**

Section 8.01. Defeasance. If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Bonds, and satisfy in full the Bank Obligations, then this [Eighty-Eighth] Supplemental Indenture shall be fully discharged and satisfied; *provided, however,* that unless the interest rate on the Bonds has been converted to a Fixed Rate, this [Eighty-Eighth] Supplemental Indenture may not be satisfied and discharged pursuant to Section 1101(b) of the Indenture. Upon the satisfaction and discharge of this [Eighty-Eighth] 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 [Eighty-Eighth] Supplemental Indenture which are not required for the payment or redemption of the Bonds or the Bank Obligations.

If the City shall pay and discharge a portion of the Bonds as aforesaid, and such portion shall cease to be entitled to any lien, benefit or security under the Indenture, and if the City shall so direct, the Trustee shall take such actions as may be necessary to reduce the Credit Facility in an amount related to such portion of the Bonds which have been paid and discharged in accordance with Section 6.01 hereof. The liability of the City with respect to such Bonds shall continue, but the Registered Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Federal Obligations deposited with the Trustee under Article XI of the Indenture.

ARTICLE IX**DEFAULT PROVISIONS; REMEDIES**

Section 9.01 Defaults. In addition to the Events of Default set forth in Section 901 of the Indenture, each of the following events is hereby declared to be an "Event of Default":

(a) default in the due and punctual payment of the purchase price of any Tendered Bond; or

(b) receipt by the Trustee of notice from the Bank that an Event of Default has occurred under the Credit Agreement and that the Credit Facility is being terminated pursuant to its terms by the Bank.

For purposes of Section 902 of the Indenture, the foregoing events of default shall be treated in the same manner as events of default under subsections (a) and (b) of Section 901 of the Indenture.

Section 9.02. Remedies. The provisions of Article IX of the Indenture shall be applicable to any Event of Default which shall have occurred and be continuing hereunder.

Under no circumstance may the Trustee declare the principal of or interest on the Bonds to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under the Indenture or this [Eighty-Eighth] Supplemental Indenture.

Notwithstanding anything in the Indenture or this [Eighty-Eighth] Supplemental Indenture to the contrary, the Trustee and the Bondholders shall have the absolute right at all times to enforce the provisions of the Credit Facility in accordance with their respective terms without any requirement of consent from either the Bank.

ARTICLE X

TRUSTEE, REMARKETING AGENT AND PAYING AGENT

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this [Eighty-Eighth] Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this [Eighty-Eighth] Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this [Eighty-Eighth] Supplemental Indenture other than as set forth in the Indenture and this [Eighty-Eighth] Supplemental Indenture, and this [Eighty-Eighth] Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length. Notwithstanding anything to the contrary in the Indenture, the Trustee shall have no lien or security interest in and to the proceeds of the Credit Facility, or the proceeds of remarketed Bonds, for the purpose of paying the fees or expenses of the Trustee. The Trustee shall draw on the Credit Facility when required, whether or not its fees and expenses have been fully paid. 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 herein provided, and the Credit Facility duly and effectively transferred to such successor Trustee.

Section 10.02. Dealing in Bonds. The Trustee and the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which the Registered Owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee or the Remarketing Agent, 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 Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder. It is expressly understood that the Trustee in carrying out its duties under this [Eighty-Eighth] Supplemental Indenture shall be acting as a conduit with respect to deliveries of Bonds for purchase and purchases pursuant to Article III of this [Eighty-Eighth] Supplemental Indenture.

Section 10.03. Remarketing Agent. The City shall designate the Remarketing Agent for the purpose of determining the interest rate on the Bonds, subject to the conditions set forth in Section 10.04 hereof, and for the purpose of remarketing the Bonds as provided herein. The Remarketing Agent shall designate to the Trustee its Delivery Office and signify its acceptance of the duties and obligations imposed upon it hereunder by written instruments of acceptance delivered to the City and the Trustee.

Section 10.04. Qualifications of Remarketing Agent. The Remarketing Agent shall be (i) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000, and (ii) authorized by law to perform all the duties imposed upon it by this [Eighty-Eighth] Supplemental Indenture and the Remarketing Agreement.

Section 10.05. Removal of Remarketing Agent. The Remarketing Agent may be removed at the discretion of the City at any time. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

Section 10.06. Paying Agent. The Trustee may, and, if the Bonds bear interest at a Short Rate and are no longer registered in the name of a nominee of a Securities Depository, shall, appoint a Paying Agent with power to act on its behalf and subject to its direction (i) in the authentication, registration and delivery of Bonds in connection with transfers and exchanges hereunder, as fully to all intents and purposes as though such Paying Agent had been expressly authorized by this [Eighty-Eighth] Supplemental Indenture to authenticate, register and deliver Bonds, (ii) for effecting purchases and sales of Bonds pursuant hereto and accepting deliveries of Bonds, making deliveries of Bonds and holding Bonds pursuant hereto, and (iii) in the making of draws and accepting notice of reinstatements under the Credit Facility, including in the case of clauses (ii) and (iii) the establishment of required trust accounts in the name and on behalf of the Trustee.

The foregoing notwithstanding, the Trustee need not appoint a Paying Agent for as long as the Trustee shall have an office in New York, New York capable of handling the duties of Paying Agent hereunder. Any Paying Agent appointed pursuant to this Section shall evidence its acceptance by a certificate filed with the Trustee, the Bank and the City. For all purposes of this [Eighty-Eighth] Supplemental Indenture, the authentication, registration and delivery of Bonds by or to any Paying Agent pursuant to this Section shall be deemed to be the authentication, registration and delivery of Bonds "by or to the Trustee." Such Paying 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 \$30,000,000 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 corporation into which such Paying Agent may be merged or converted, or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which such Paying Agent shall be a party, or any corporation succeeding to the corporate trust business of such Paying Agent, shall be a successor of such Paying Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing or any further act on the part of the parties hereto or such Paying Agent or such successor corporation.

Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee, the Remarketing Agent[, the Bank] and the City, and such resignation shall take effect at the appointment by the Trustee of a successor Paying Agent pursuant to the succeeding provisions of this Section and the acceptance by the successor Paying Agent of such

appointment. The Trustee may at any time terminate the agency of any Paying Agent by giving written notice of termination to such Paying Agent, the Remarketing Agent[, the Bank] 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, the Remarketing Agent and the Bank, and shall mail notice of such appointment to all registered owners of Bonds.

Notwithstanding anything herein to the contrary, any Paying Agent shall be entitled to rely on information furnished to it orally or in writing by the Trustee and the Remarketing Agent, and shall be protected hereunder in relying thereon.

The Trustee agrees to pay to any Paying Agent from time to time its fees and expenses for its services, and the Trustee shall be entitled to be reimbursed for such payments pursuant to Section 1006 of the indenture.

Section 10.07. Notice to Rating Agencies. The Trustee hereby agrees that the Trustee will provide written notice to each rating agency then maintaining ratings on the Bonds if at any time (a) there is a default in the payment of the principal of or the interest on any Bond, (b) the City redeems any portion of the Bonds outstanding hereunder prior to their Maturity Date, (c) the City provides for the payment of any portion of the Bonds pursuant to Article XI of the Indenture, (d) a successor Trustee is appointed, (e) any supplement to the Indenture, [the Credit Agreement] or the Custody Agreement, if any, shall become effective, or any party thereto shall waive any provision of the indenture, (f) any change in the Remarketing Agent occurs, (g) any Fixed Rate Conversion Date occurs, (h) an Adjustable Long Mode or a Flexible Mode is established, (i) the Credit Facility then in effect expires or terminates or a Substitute Credit Facility is delivered, (j) the Stated Termination Date of the Credit Facility is changed[,] [or] (k) any mandatory tender of the Bonds].

ARTICLE XI

SUPPLEMENTAL INDENTURES; AMENDMENT TO INDENTURE

Section 11.01. Supplements and Amendments to [Eighty-Eighth] Supplemental Indenture. This [Eighty-Eighth] Supplemental Indenture may be supplemented and amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Additionally, this [Eighty-Eighth] 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 hereof or of the Indenture, for any one or more of the following purposes:

(a) to provide for certificated Bonds;

(b) to implement a conversion of the interest rate, on all or any portion of the Bonds to a Fixed Rate, an Adjustable Long Rate or a Short Rate, all as provided herein, including, but not limited to, modifying, amending or supplementing the form of Bond to reflect, among other things, a change in the designated title of the Bonds, the fixing of an annual rate of interest, the termination of the rights of any Registered Owner of Bonds to

tender such Bonds for purchase, and the fact that the purchase price of, or interest on, the Bonds is no longer payable out of moneys drawn under the Credit Facility;

(c) to evidence or give effect to, or facilitate, the delivery and administration under this [Eighty-Eighth] Supplemental Indenture of a Substitute Credit Agreement and/or a Substitute Credit Facility, including, but not limited to, such provisions as are necessary to permit the issuer of such a Substitute Credit Agreement to provide credit support relating to payment of principal of and interest on the Bonds and a separate issuer of another Substitute Credit Agreement to provide liquidity support relating to payment of the purchase, price of Bonds delivered or deemed delivered hereunder for purchase;

(d) [to evidence or give effect to, or facilitate, the delivery and administration under this [Eighty-Eighth] Supplemental Indenture of a new swap agreement or the termination of a swap agreement];

(e) to evidence or give effect to or facilitate the delivery and administration under this [Eighty-Eighth] Supplemental Indenture of a letter of credit, a line of credit, a bond purchase agreement, an insurance policy or any other credit or liquidity device to secure the Bonds;

(f) to secure or maintain ratings from any rating agency in the highest short-term or commercial paper debt rating category, and the highest long-term debt rating category, of such rating agency which are available for the Bonds, whether or not a Credit Facility secures the 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 the Bonds as provided in the Indenture or otherwise adversely affect the Registered Owners of the Bonds under the Indenture;

(g) to modify, alter, amend or supplement this [Eighty-Eighth] Supplemental Indenture in any other respect, including amendments that are otherwise described in Section 11.01 hereof, if the effective date of such supplement or amendment is a date on which all Bonds affected thereby are subject to mandatory purchase; and

(h) to effect a change in the optional redemption schedule for Bonds in a Fixed Mode or an Adjustable Long Mode pursuant to Section 3.11(a)(ii) or (iii) hereof, or to effect a change in redemption price in accordance with Section 3.11(e) hereof.

Section 11.02. Consent of Bank Required. As long as (i) a Credit Facility is in effect or any Bank Bonds are outstanding, or (ii) the Bank Obligations remain unsatisfied, a supplemental indenture under this Article shall not become effective unless and until the Trustee shall have received Bank Approval. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed to the Bank at least fifteen Business Days prior to the proposed date of execution and delivery of such supplemental indenture. The Bank shall be deemed to have denied consent to the execution and delivery of such supplemental indenture if the Trustee does not receive a letter of approval thereto signed by or on behalf of the Bank on or before the fifteenth Business Day after the mailing of said notice.

Section 11.03. Amendment of the Indenture. The Thirty-Seventh Supplemental Indenture from the City to the Trustee dated April 1, 2010, authorizes the amendment of the Indenture (the "2010 Amendment"). The 2010 Amendment deletes in full Section 413 of the Indenture, which contains restrictions on the sale or transfer of the Airport. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Thirty-Seventh Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for all purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section 11.03 may be revoked in writing, as provided in subsection (b) of Section 803 of the Indenture.

Section 11.04. Inapplicability of Section 413 of the Indenture. By purchasing the Bonds, the purchasers and Owners of the Bonds are deemed to have consented to the inapplicability of the terms of Section 413 of the Indenture to the Bonds and, notwithstanding any other provisions of the Indenture, such consent shall be deemed to be a continuing consent by such Owners and registered assigns so long as such Bonds are Outstanding.

[ARTICLE XII]

BOND INSURANCE

ARTICLE XIII

MISCELLANEOUS

Section 13.01. [Eighty-Eighth] Supplemental Indenture as Part of Indenture. This [Eighty-Eighth] Supplemental Indenture shall be construed in connection with, and as a part of, the Indenture, and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Senior Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bondholders [and the Bank].

Section 13.02. Severability. If any provision of this [Eighty-Eighth] 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 herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 13.03. 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 [Eighty-Eighth] 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 [Eighty-Eighth] Supplemental Indenture, and no interest shall accrue for the period after such nominal date; *provided, however,* that nothing herein shall be deemed to extend the Stated Termination Date or otherwise affect the obligations of the Bank under the Credit Agreement

Section 13.04. Trustee Representation. Neither the Trustee nor any Affiliate (defined below) thereof is listed on any of the following lists maintained by the Office of Foreign Assets

Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment; the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in this Section "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.

Section 13.05. Counterparts. This [Eighty-Eighth] 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 13.06. 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. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this [Eighty-Eighth] Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 13.07. Captions. The captions and headings in this [Eighty-Eighth] 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 [Eighty-Eighth] Supplemental Indenture.

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

[SEAL]

CITY OF CHICAGO

Attest:

By: _____
City Clerk

By: _____
City Comptroller

[SEAL]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

Attest:

By: _____
Authorized Signatory

By: _____
Authorized Signatory

(Sub)Exhibit "A" referred to in this Eighty-Eighth Supplemental indenture reads as follows:

(Sub)Exhibit "A".
(To Eighty-Eighth Supplemental Indenture)

Other Available Moneys Certificate.

I, _____, City Comptroller of the City of Chicago, certify that the amount of Pledged Other Available Moneys for each Fiscal Year to be deposited into the PFC Revenue Deposit Account maintained under the [_____] Supplemental Indenture securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[D] dated October 1, 2026 (the "Supplemental Indenture") shall be the greater of (a) the sum of the 2026[D] Deposit Requirements, as determined pursuant to Section 4.05 of the Supplemental Indenture and for the July 1 and January 1 Deposit Dates of the Bond Year commencing during that Fiscal Year and (b) for each Fiscal Year, one and twenty-five-hundredths times the Net Debt Service with respect to the Senior Lien Obligations payable from the PFC Revenue Deposit Account and issued under and secured by the Supplemental Indenture for the Bond Year commencing during that Fiscal Year. As of the date of this Certificate, such Senior Lien Obligations consist of the \$_____ aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds, Series 2026[D], of the City.

I further certify and determine that the Pledged Other Available Moneys are PFC Revenues to be withdrawn from the PFC Capital Fund.

I have delivered this Certificate to U.S. Bank National Association as trustee under the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated June 1, 2018, as supplemented by the Supplemental Indenture. All capitalized terms used in this Certificate shall have the same meaning as used in the Supplemental Indenture.

In Witness Whereof, I have hereunto set my hand, this ____ day of _____
20__.

City Comptroller

EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT DIVISION AUSTIN BUS TURNAROUND PROJECT, LOCATED AT INTERSECTION OF W. DIVISION ST. AND N. AUSTIN BLVD.

[O2026-0026246]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority to provide Tax Increment Financing (TIF) assistance funds for improvements at the Division Austin Bus Turnaround project located at the intersection of West Division Street and North Austin Boulevard (29th Ward) (O2026-0026246), amount not to exceed: \$1,066,675 TIF, 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 no dissenting vote on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 ("City Council") of the City of Chicago (the "City") on September 27, 2007, a certain redevelopment plan (the "Plan") for the Austin/Commercial 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 September 27, 2007, 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 September 27, 2007, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain "redevelopment project costs" (as defined in the Act); and

WHEREAS, Such redevelopment project costs will include costs for developing new transit facilities and expanding or rehabilitating existing transit facilities; and

WHEREAS, The Chicago Transit Authority (the "CTA") is an Illinois municipal corporation, which owns and controls, and is authorized to construct and develop, transit facilities; and

WHEREAS, The CTA desires to upgrade the CTA's bus turnaround at the intersection of West Division Street and North Austin Boulevard (the "Project"), which will include concrete repairs, curb reconstruction, the installation of new windbreaks with canopies, upgraded lighting, and renovations to the employee bathroom; and

WHEREAS, The CTA proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of the Redevelopment Agreement (as defined herein) to be executed by the CTA and the City, including but not limited to the completion of the Project; and

WHEREAS, The CTA desires to obtain partial financing for the Project through Available Incremental Taxes (as defined in the Redevelopment Agreement), if any, generated through tax increment allocation financing pursuant to the Act, the Plan, and the Redevelopment Agreement (defined herein); and

WHEREAS, The City and the CTA share a unique and special relationship arising from: (i) their shared status as municipal corporations with powers to promote the health, benefit, and welfare of the City's residents, (ii) CTA's unique statutory charge to develop and maintain, as a municipal corporation, public transit facilities for the benefit of the residents of the City, and (iii) the CTA's status as a municipal corporation that is governed by a body that includes a majority of members appointed by the Mayor of the City (with the advice and consent of the City Council and the Governor of the State of Illinois); and

WHEREAS, Based upon, and in reliance upon, the unique and special relationship between the City and the CTA, the City desires to enter into the Redevelopment Agreement with the CTA (and with no other person or entity), and provide Available Incremental Taxes to the CTA (and to no other person or entity) as provided in the Redevelopment Agreement, to promote the development and maintenance of public transit facilities that are owned and controlled by a municipal corporation; and

WHEREAS, The City is authorized to enter into the Redevelopment Agreement pursuant to the Act and pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; 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 CTA is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of the City's Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver: (a) a redevelopment and intergovernmental agreement between the CTA and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement") and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to pay \$1,066,675 ("City Funds") from Available Incremental Taxes deposited in the general account of the TIF Fund to Developer to finance a portion of the eligible costs included within the Project. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 4.

SECTION 5. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer (or his or her designee) of the City is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Available Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 6. The Mayor, the Chief Financial Officer, the Comptroller, the City Clerk 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. Because of the special relationship between the City and the CTA described in the recitals of this ordinance, it shall be unlawful for the CTA to assign its rights or obligations under the Redevelopment Agreement to any other person or entity, unless such assignment is approved by an ordinance (separate from this ordinance) of the City Council.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 9. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement With Chicago Transit Authority.

This Intergovernmental Agreement (the "Agreement") is entered into as of _____, 2026 (the "Effective Date") by and between the City of Chicago, a municipal corporation (the "City"), acting through its Department of Planning and Development ("DPD"), and the Chicago Transit Authority ("CTA"), an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

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

WHEREAS, the City is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to ordinances adopted on September 27, 2007, and subsequently amended, the City Council of the City (the "City Council"); (i) approved a certain redevelopment plan and project (as amended, the "Austin/Commercial Redevelopment Plan") for the Austin Commercial Redevelopment Project Area (as amended, the "Austin Commercial Area") within the City; (ii) designated the Austin Commercial Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "Austin Commercial TIF Adoption Ordinance") for the Austin Commercial Area; and

WHEREAS, under the Act and under the Austin Commercial TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Austin Commercial TIF Fund, established to pay redevelopment project costs incurred within the Austin Commercial Area (the "Area") which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Austin Commercial Redevelopment Plan to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, certain TIF-funded City programs and redevelopment agreements have been established by the City Council of the City as of the Effective Date, which programs and agreements pledge portions of TIF funds (collectively, the "Prior Obligations"); and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act to pay eligible redevelopment project costs; and

WHEREAS, the CTA proposes to undertake certain infrastructure repairs to the Division Austin bus turnaround, of which the following upgrades and renovations shall occur wholly within the Area: concrete repair, canopy replacement, upgraded lighting, and upgrades to the employee bathroom (the "Project"), which Project is located within the Area, and which Project is described in more detail in Exhibit A, incorporated and attached hereto; and

WHEREAS, the budget for the Project is approximately \$1,066,675 which will initially be paid by the CTA from various funding sources including federal, state, CTA and City funds, of which the City, in aggregate, will reimburse not to exceed \$1,066,675 from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City ("City Funds"); and

WHEREAS, the Project is the type of public improvement that is contemplated by the Plan, and therefore the costs of the Project ("Project Costs") qualify as "Redevelopment Project Costs" under the Plan, as defined in Section 5/11-74.4-3(q) of the Act; and

WHEREAS, the City and the CTA wish to enter into this Agreement; and

WHEREAS, the City and the CTA have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, on _____, the City Council adopted an ordinance (the "Authorizing Ordinance") authorizing the execution of this Agreement; and

WHEREAS, on _____, the Chicago Transit Board passed an ordinance (the "CTA Ordinance") authorizing the execution of this Agreement;

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. [intentionally omitted]

SECTION 3. THE PROJECT

(a) The parties acknowledge that the Project shall begin on _____ and shall be completed not later than December 31, 2027. Not less than 30 days prior to the above completion date, CTA shall notify DPD of any expected delay in the completion of the Project beyond that date and will provide a new expected completion date. If the new expected completion date falls outside of the Term of the Agreement, prior City approval is required. Should CTA fail to notify DPD of an expected delay in completion, the City reserves the right to extend the completion date accordingly.

(b) The CTA shall provide the City any plans and specifications pertaining to the Project that the City may reasonably request from time to time during the Term of this Agreement, and shall notify DPD of any significant changes to said plans.

(c) The CTA hereby certifies that the Project have to date and shall continue to comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as may be in effect at the time of the completion of the Project.

(d) The CTA hereby certifies to the City that the City Funds, together with available CTA

funds, shall be sufficient to complete the Project.

(e) CTA shall provide the City with a copy of the fully executed contract between CTA and the prime contractor for the Project within 30 days after the contract has been signed by the Chairman of the Chicago Transit Board, or his or her designee.

(f) Within the body of the CTA's final Disbursement Request, on the form as set forth on Exhibit B hereto ("Disbursement Request" or "Request"), the CTA agrees to certify to the City that the Project was completed in compliance with this Agreement and that all subcontractor retainage related to the Project has been paid out.

SECTION 4. FINANCING

(a) CTA funds shall be used to pay all Project Costs.

(b) City Funds shall be used only to reimburse the CTA for its costs of the portion of TIF-Eligible Costs that qualify as Project Costs incurred within the Area, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such costs. "TIF-Eligible Costs" means those costs of the Project which: (i) qualify as Redevelopment Project Costs as defined in the Act, (ii) are eligible costs under the Plans, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. The City agrees that Exhibit A hereto represents certain TIF-Eligible Costs for the Project and sets forth, by approximate line item amounts, the minimum amount of TIF-Eligible Costs the CTA plans to expend for the Project. The CTA may implement changes to the Project that cause variations in the line item amounts shown on Exhibit A, provided that all the changes qualify as TIF-Eligible Costs.

(c) Subject to the terms and conditions of this Agreement, the City shall pay to the CTA an amount not to exceed \$1,066,675 in City Funds ("Maximum City Funds") from Available Incremental Taxes (as defined below) to reimburse the CTA for its payment of the Project Costs.

The parties acknowledge that City Funds are intended as the total financing for the cost of the Project, and that the CTA has carefully estimated the total cost thereof. The total estimated cost to complete the Project is \$1,066,675. If the actual Project Costs are less than this budget, then the amount of City Funds that the City shall be liable to pay the CTA under this Agreement will be permanently reduced dollar-for-dollar. For example, if the actual Project Costs is \$1,060,675, the amount of City Funds payable under this Agreement shall be permanently reduced by the difference of \$6,000, notwithstanding anything to the contrary in this Agreement.

If the actual Project Costs exceeds \$1,066,675, then the CTA shall be solely responsible for such excess costs.

(d) "Available Incremental Taxes" means such 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 respective TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, and which are not encumbered or pledged for the payment of Prior Obligations.

(e) The City warrants that it has available and has segregated on the books of the City an amount of Available Incremental Taxes sufficient to pay the City Funds, and covenants that

the Available Incremental Taxes will not be used for any purpose other than for payment as City Funds during the Term of this Agreement.

(f) The City Funds being provided hereunder are being granted on a conditional basis, subject to the CTA's compliance with the provisions of this Agreement.

(g) The parties acknowledge that the CTA has not made any expenditures with respect to the Project for which the CTA will be seeking City Funds under this Agreement prior to the Effective Date hereof.

SECTION 5. PAYMENT

(a) The CTA shall request the payment of the City Funds on a properly completed Disbursement Request, which the CTA may file with the City on a quarterly (4x/year) basis following its incurrence of Redevelopment Project Costs. Prior to or simultaneous with the delivery of a Disbursement Request to the City, the CTA shall submit documentation substantiating its applicable incurrence of Redevelopment Project Costs (including TIF-Eligible Costs) to DPD.

(b) Delivery by the CTA to DPD of a Disbursement Request hereunder shall, in addition to the items expressly set forth therein, constitute a certification to the City, as of the date of the Disbursement Request, that:

(i) the total amount of the Disbursement Request represents the actual amount already incurred by the CTA for its own work or incurred by the CTA and owing to the general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project;

(ii) the work being sought for reimbursement hereunder actually took place within the Area indicated on the Disbursement Request;

(iii) the CTA has approved all work and materials for the Disbursement Request; and

(iv) the work that is the subject of the Disbursement Request was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion.

(c) Upon presentation of a Disbursement Request from the CTA, the City shall review it and its supplemental documentation for, among other things, evidence (including proof of CTA's expenditures) satisfactory in form and substance to DPD that the CTA incurred and paid TIF-Eligible Expenditures in an amount that equals or exceeds the amount of City Funds agreed to herein.

(d) The City will pay CTA the requested amount of the City Funds not later than 90 days after DPD received the Disbursement Request; provided, however, that if DPD informs the CTA in writing (e.g., by email) within that 90-day period of any questions or comments it has about the Request or the supplemental documentation, such notice by DPD automatically extends the 90-day payment window to 90 days after DPD receives supplemental information satisfactory to DPD.

SECTION 6. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on June 1, 2028 or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 7. ENVIRONMENTAL MATTERS; SAFETY; INSPECTION

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Project or the suitability of the Project for any public rapid transit use whatsoever.

(b) The City shall not be responsible for the safety and protection of the public in connection with the Project.

(c) The City reserves the right to inspect the Project from time to time while it is being undertaken or after its completion.

SECTION 8. INSURANCE

The CTA is self-insured. During the term of this Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified in Exhibit C, attached hereto, concerning all operations related to this Agreement.

SECTION 9. EMPLOYMENT OBLIGATIONS

(a) Employment Opportunity. CTA, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any affiliate of the CTA operating in connection with the Project (collectively, with CTA, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to CTA and during the period of any other party's provision of services to CTA in connection with the construction of the Project, to the extent not in conflict with CTA's procurement requirements or applicable federal and state law:

(i) 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 ("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.

(ii) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

(iii) 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., and any subsequent amendments and regulations promulgated thereto.

(iv) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) Each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) 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 undertaking any portion of the Project, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(b) Construction Worker Hours. If the Project is funded in whole or in part with federal grant dollars, CTA will implement affirmative action requirements or goals for all Project that impose construction worker hours participation by utilization of minorities and women, respectively.

(c) [intentionally omitted.]

(d) CTA's DBE Commitment. The CTA agrees to require all contractors to comply with applicable DBE requirements provided in the contracts related to the Project.

SECTION 10. INDEMNIFICATION

Except for the City's own negligence or wrongful acts, the CTA shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "City Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the CTA's construction of the Project, and

any failure of performance or negligent or wrongful performance by the CTA, or any contractor or subcontractor for the CTA, and their respective officers, agents or employees, in connection with the Project, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.

SECTION 11. NOTICES

(a) All notices and demands by the CTA to the City shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the City as specified below, or to such other address as the City may from time to time designate by notice to the CTA hereunder:

To the City: City of Chicago
 Department of Planning and Development
 Attention: Commissioner
 City Hall, Room 1000
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-9476
 (312) 744-2271 (Fax)

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

(b) All notices and demands by the City to the CTA shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the CTA as specified below, or to such other address as the CTA may from time to time designate by notice to the City hereunder:

To the CTA: Acting President
 Chicago Transit Authority
 567 W. Lake Street
 Chicago, IL 60661

With copies to: Acting General Counsel
 Chicago Transit Authority
 567 W. Lake Street
 Chicago, IL 60661

SECTION 12. GENERAL PROVISIONS

(a) This Agreement constitutes the entire understanding of the parties with respect to

the Improvements and the payment of the City Funds, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this Agreement shall be binding unless duly accepted and executed by both parties in writing.

(b) This Agreement will be governed in all respects in accordance with the laws of the State of Illinois. A court located in Chicago, Illinois, will hear any disputes which arise hereunder.

(c) Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions of this Agreement. Words of any gender will be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

(d) The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts will constitute one and the same Agreement.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized representatives as of the date set forth at the beginning of this Agreement.

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

Ciere Boatright, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

Lester Barclay, Chair

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof.

Attorney

(Sub)Exhibits "A", "B" and "C" referred to in this Intergovernmental Agreement with Chicago Transit Authority read as follows:

(Sub)Exhibit "A".

(To Intergovernmental Agreement With Chicago Transit Authority)

Project.

The scope of work includes concrete repairs, canopy replacement, upgraded lighting, and improvements to the employee bathroom for the Division Austin bus turnaround. The total Project cost is \$1,066,675.

Budget.

Sources	Amount
5337 SOGR Federal Formula Funds	\$ 0
Rebuild Illinois Capital Funds	\$ 0
TIF	\$1,066,675
Total:	\$1,066,675

Uses	Project	TIF Share
CTA Labor and Materials	\$ 594,680	\$ 594,680
Construction Contracts	\$ 471,995	\$ 471,995
Total:	\$1,066,675	\$1,066,675

[Picture attached to this (Sub)Exhibit "A" printed
on page 46139 of this *Journal*.]

(Sub)Exhibit "B".
(To Intergovernmental Agreement With Chicago Transit Authority)

Disbursement Requisition Form.

State of Illinois)
) SS.
County of Cook)

The Chicago Transit Authority (the “CTA”), hereby certifies that with respect to that certain Intergovernmental Agreement for CTA Division Austin Bus Turnaround Improvements between the CTA and the City of Chicago dated as of _____, 2026 (the “Agreement”):

A. Expenditures (final cost) for the Project have been made in the total amount of:

\$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Eligible Costs for the Project expended by the CTA and reimbursed by the City to date:

-- for work undertaken within the Austin Commercial Area: \$ [\$0.00]

C. The CTA requests reimbursement for the following costs of TIF-Eligible Costs:

-- for work undertaken within the Austin Commercial Area: \$ [\$0.00]

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

E. The CTA hereby certifies to the City that, as of the date hereof:

(i) the total amount of the disbursement request herein represents the actual amount already expended by the CTA for its own work or paid by the CTA to the general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project;

(ii) the work being sought for reimbursement hereunder actually took place within the Area or Areas indicated above;

(iii) the CTA has approved all work and materials for the disbursement request;

(iv) the work that is the subject of the disbursement request herein was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion;

(v) the representations and warranties contained in the Agreement, including, but not limited to, the Employment Obligations of Section 9 of the Agreement, are true and correct and the CTA is in compliance with all applicable covenants contained therein; and

(vi) Check this box if this is the CTA's final Disbursement Request:

The CTA hereby certifies to the City that the Project was completed in compliance with this Agreement and that all subcontractor retainage related to the Project has been paid out.

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

Chicago Transit Authority,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

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

My commission expires: _____

(Sub)Exhibit "C".
(To Intergovernmental Agreement With Chicago Transit Authority)

Insurance.

The CTA is self-insured. During the term of this Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified below concerning all operations related to this Agreement.

(a) Prior to execution and delivery of this Agreement:

(i) 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.

(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 noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction. Prior to the construction of any portion of the Project, CTA will cause its architects, contractors, subcontractors project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Employer's Liability.

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 \$1,000,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury personal injury, and property damage liability. Coverage 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 noncontributory 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, noncontributory basis.

(iv) Railroad Protective Liability.

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide with respect to the operations to be performed, 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 CTA undertakes any construction, including improvements, betterments, and/or repairs, CTA must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement,

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(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, CTA 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 \$2,000,000 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) Other Requirements: CTA 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 the Agreement. CTA must submit evidence of insurance on an Insurance Certificate Form 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 CTA is not a waiver by the City of any requirements for CTA to obtain and maintain

the specified coverages. CTA shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve CTA 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 CTA and Contractors.

CTA 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 CTA in no way limit CTA'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 CTA 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 CTA is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

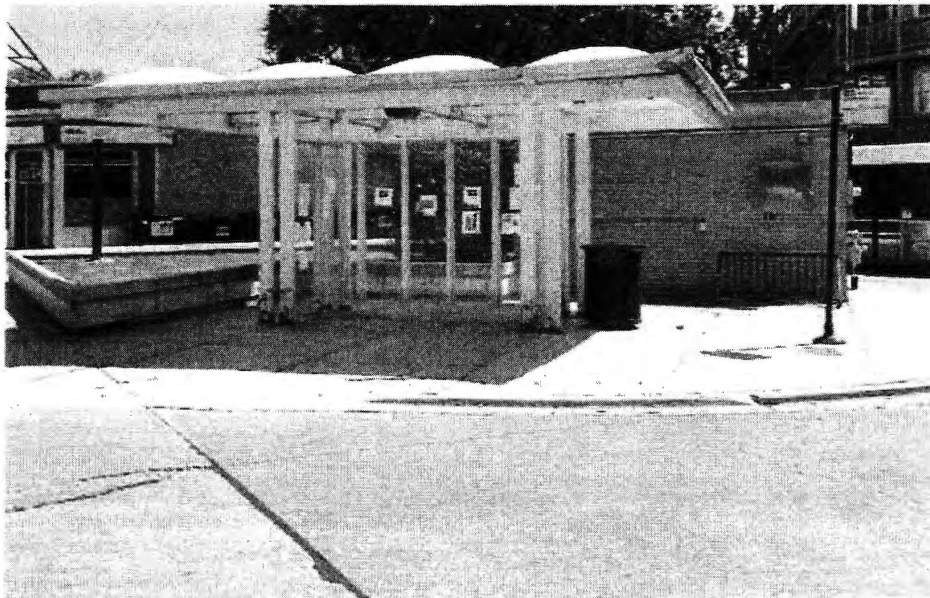
CTA must require Contractor and subcontractors to provide the insurance required herein, or CTA may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of CTA unless otherwise specified in this Agreement.

If CTA, 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.

(Sub)Exhibit "A".
(To Intergovernmental Agreement With Chicago Transit Authority)

Division Austin Bus Turnaround.



EXECUTION OF REDEVELOPMENT AGREEMENT WITH ROOSEVELT/CLARK PARTNERS LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS TO RIVER WALL AND DEVELOPMENT AND RECONVEYANCE OF INFRASTRUCTURE PODIUM, INCLUSIVE OF PARKING FACILITY AND PUBLIC OPEN SPACE, RELATED TO THE 78 PROJECT.

[SO2026-0026275]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing the execution of a redevelopment agreement with Roosevelt/Clark Partners LLC to provide tax increment financing (TIF) assistance funds for improvements to the river wall and the development and reconveyance of an infrastructure podium, inclusive of a parking facility and public open space related to The 78 project (3rd Ward) (SO2026-0026275), amount not to exceed: \$250,163,768 TIF, 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 roll call vote of the members of the committee present, with four (4) dissenting votes made by Alderperson Daniel La Spata (1st Ward), Alderperson Brian Hopkins (2nd Ward), Alderperson Byron Sigcho-Lopez (25th Ward) and Alderperson William Conway (34th Ward) on July 13, 2026.

(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 Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Knudsen, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

Nays -- Alderpersons La Spata, Hopkins, Sigcho-Lopez, Conway, Reilly -- 5.

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

The following is said ordinance as passed:

WHEREAS, To induce certain redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), in accordance with the provisions of the Act, pursuant to ordinances adopted on April 10, 2019, the City Council ("City Council") of the City of Chicago (the "City") and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 98,556 through 98,649: (1) approved and adopted a redevelopment plan (the "Plan") for the Roosevelt/Clark Redevelopment Project Area (the "Roosevelt/Clark Redevelopment Area") of the City; (2) designated the Roosevelt/Clark Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Roosevelt/Clark Redevelopment Area (such ordinance, the "TIF Ordinance"); and

WHEREAS, To induce redevelopment pursuant to the Act, the City Council: (i) approved and adopted a redevelopment plan and project for the Canal/Congress redevelopment project area (the "Canal/Congress Redevelopment Area"); (ii) designed the Canal/Congress Redevelopment Area as a "redevelopment project area"; (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area, pursuant to ordinances adopted on November 2, 1998 (item 3, the "Canal/Congress TIF Adoption Ordinance" and items (1) -- (3) collectively and as amended on July 10, 2002 and on July 2, 2022, the "Canal/Congress TIF Ordinances"); and

WHEREAS, The Canal/Congress Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Roosevelt/Clark Redevelopment Area; and

WHEREAS, Roosevelt/Clark Partners LLC, a Delaware limited liability company (the "Developer") has acquired and intends to develop the vacant land located west of Clark Street, south of Roosevelt Road, east of the Chicago River, and north of 18th Street into a mixed-use development to be known as The 78 (the "Redevelopment Site"); and

WHEREAS, The Chicago Fire Football Club LLC, a Delaware limited liability company (the "Team") has already commenced construction for the 22,000 seat stadium ("Stadium") to host the Team and other sporting events, shows, concerts, civic and other events on property adjacent to the Redevelopment Site; and

WHEREAS, In connection with the construction of the Stadium, the Developer intends to build a two-story public parking structure with approximately 1,220 parking spaces (the "Parking Facility") on a portion of the Redevelopment Site generally bounded by Roosevelt Road, the Stadium, the Metra Rock Island tracks and a proposed surface parking lot on the easterly side of Wells Street (the "Stadium Adjacent Property"), as generally depicted on the conceptual site plan attached hereto as Exhibit A (the "Site Plan"); and

WHEREAS, The Parking Facility is intended to include public parking, pedestrian access, circulation, open-space, utility, support, and related site improvements serving redevelopment within the Area; and

WHEREAS, The Parking Facility will be located immediately adjacent to the Stadium and will be physically connected to it, including at the roof deck level, which will be approximately 40 feet above Chicago City Datum ("CCD"), the same elevation as Roosevelt Road, and will provide approximately 2.75 acres of publicly accessible open space, including a community plaza and direct pedestrian access from Roosevelt Road to the Stadium's main "North Gate" entry, along with extensions of LaSalle and 13th Streets, as depicted on the Site Plan; and

WHEREAS, It is anticipated one or more elevators, escalators and/or staircases will be constructed as part of the Parking Facility within the Parking Parcel (as defined below) and will provide access from ground level on the east and west sides of the Parking Facility to the rooftop plaza and North Gate entry to the Stadium (the "Vertical Access Elements"); and

WHEREAS, The Parking Facility, including the Vertical Access Elements, is intended to provide public access from ground level to the rooftop plaza, Roosevelt Road, and the Stadium's North Gate, and to support pedestrian circulation and public access within the Area; and

WHEREAS, Following completion of construction of the Parking Facility, the Developer will vertically subdivide the Stadium Adjacent Property and transfer a fee interest in the Parking Facility and the real property below approximately 40' CCD (collectively, the "Parking Parcel") to the City for \$1.00, while retaining the air rights above the Parking Parcel (excluding the air rights above LaSalle and 13th Streets, which will be dedicated to the City), which retained air rights may be further subdivided into multiple air rights parcels for vertical development (the "Air Rights Parcels"), subject to the City's approval of the terms of a master declaration of covenants, conditions and restrictions, reciprocal easement agreement, and/or comparable recorded instrument to govern the vertical subdivision (the "Master Declaration"); and

WHEREAS, The Parking Facility will serve as a podium for the construction of restaurants, retail, residential towers, hotels and/or other mixed-use commercial buildings allowed by Planned Development 1434 (the "Podium Buildings"), and these separately owned improvements within the Air Rights Parcels will share certain structural and system components with the Parking Facility ("Shared Structure and System Components"); and

WHEREAS, In addition to the Shared Structure and System Components, the Master Declaration will: (i) address matters related to permitted uses for the

Podium Buildings (including operational matters that are of benefit to the City, Developer, Stadium, and Stadium Adjacent Property) and shared use of vehicular and pedestrian access ways, elevators, escalators and stairs; and (ii) provide for subjacent and lateral support easements, easements for utility lines and other reciprocal rights and easements; and

WHEREAS, As the owner of the Parking Parcel, the City will enter into an agreement with the Developer (the "Parking O&M Agreement") for the use, operation, and maintenance of the Parking Facility either through self-management or through a third party manager reasonably acceptable to the City (whether the Developer or a third-party, the "Parking Operator"), upon terms and conditions reasonably acceptable to the City; and

WHEREAS, The Parking Operator will control and will be solely responsible for all day-to-day operations and all expenses for the use, maintenance repair and replacement, operation and management of the Parking Facility ("Operating Expenses"), but specifically excluding expenses incurred in connection with the Shared Structure and System Components and other shared expenses to be governed by the Master Declaration; and

WHEREAS, All Operating Expenses, including all fees and expenses owed to the Parking Operator, shall be paid out of the gross revenue from the Parking Facility, and the Parking O&M Agreement will provide that any expenses that exceed revenue are the Parking Operator's sole responsibility; and

WHEREAS, The Parking Facility has the potential to generate non-parking revenue from sponsorships, signage, advertising and other activations; and

WHEREAS, Subject to ambush marketing protections in favor of the Team, the City reserves the right to negotiate approval and limitations on advertising and signage on, around and within the Parking Parcel; and

WHEREAS, The City shall have the sole and exclusive right to retain net revenue from the operation of the Parking Parcel (i.e., gross revenue less all Operating Expenses incurred in compliance with the Parking O&M Agreement and capital reserves for ongoing repairs and maintenance), including, without limitation, all revenues from sponsorships, signage, advertising and other activations; and

WHEREAS, It is anticipated the City will enter into one or more agreements with the Team and/or Chicago Fire Stadium LLC, a Delaware limited liability company, the Developer and/or the Parking Operator (collectively, the "Team Agreements"), including: (i) an agreement allowing the Team to buy out all parking spaces within the Parking Facility on event days; (ii) a party wall or similar agreement to address underground footing and support

rights, and the maintenance and repair of the Stadium and Parking Facility at points of connection and temporary easements, rights of entry and coordination agreements related to the ownership, maintenance and operation of the Parking Facility and the Stadium and temporary easements, rights of entry and coordination agreements related to the ownership, maintenance and operation of the Parking Parcel; (iii) access easements to allow pedestrians to use the Vertical Access Elements on the Parking Parcel to access the Stadium through the North Gate; (iv) one or more agreements requiring the Team to complete construction of the Stadium and continuously occupy and play all home games at the Stadium for a period not less than the term of the Redevelopment Agreement (as defined below); and (v) an agreement providing the City with the right to require the Team to purchase the Parking Facility under certain conditions, subject to a subsequent ordinance duly adopted by the City Council; and

WHEREAS, The term of the Parking O&M Agreement will be co-extensive with any future transfer or disposition of the Parking Parcel, or the City's economic interest therein, and shall be subject to the prior written approval of the City, in its sole discretion, and compliance with all applicable Laws; and

WHEREAS, The Developer intends to reconstruct the river wall along the South Branch of the Chicago River between West Roosevelt Road and unimproved right-of-way of West 16th Street ("River Wall Improvements"); and

WHEREAS, The planning, design, construction, and related activities necessary to build the Parking Facility and the River Wall Improvements and the conveyance of the Parking Parcel to the City are collectively referred to herein as the "Project"; and

WHEREAS, The City desires to enter into an agreement ("Consulting Agreement") with Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (the "Consultant") for professional services relating to construction management, consulting and owners representation which shall include, among other things, providing advice to the Department of Planning and Development on the progress of the construction undertaken by the Developer of the Parking Facility, with an initial term of up to three years with two extension options of up to one year each, with such further extensions as required to provide for continuation of the construction management services through completion of the Parking Facility construction project, and a maximum compensation of \$350,000, to be paid using incremental taxes deposited from time to time in the special tax allocation fund for the Area pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, The City Council hereby finds that the Project, including the Parking Facility and River Wall Improvements, is necessary to implement the Plan, will further the redevelopment objectives of the Area, will assist in eliminating or mitigating conditions that caused the Area to qualify as a redevelopment project area, and would not reasonably be expected to be undertaken in the manner, scope, timing, or public ownership structure

contemplated by this ordinance and the proposed Redevelopment Agreement without the use of Incremental Taxes; and

WHEREAS, The City Council further finds that the Project, including the Parking Facility, Vertical Access Elements, publicly accessible open space, community plaza, pedestrian circulation improvements, street extensions, access improvements, utility and support improvements, River Wall Improvements, conveyance of the Parking Parcel to the City, and related public infrastructure and site improvements, will substantially benefit the Area as a whole by supporting redevelopment contemplated by the Plan and improving public parking, access, circulation, connectivity, open space, and infrastructure within the Area; and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed Redevelopment Agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by Incremental Taxes; now, therefore,

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

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

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of Planning and Development (the "DPD Commissioner") and the Commissioner of Transportation (together with the DPD Commissioner, each, a "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver: (a) a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"); and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City's acquisition of the Parking Parcel from the Developer upon completion of the Parking Facility is hereby approved. The DPD Commissioner is hereby authorized to accept on behalf of the City a warranty deed for the Parking Parcel from the Developer in form and substance reasonably satisfactory to the City's Corporation Counsel, free and clear of all liens and encumbrances other than the Master Declaration, Parking O&M Agreement and such permitted exceptions contained in title reports and surveys that are reasonably approved by the City. The DPD Commissioner is 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 instruments and agreements and take such other actions as may be necessary or appropriate to accept title to the Parking Parcel on behalf of the City. The acceptance of the Parking Parcel is hereby found and determined to further the public purposes of the Act, the Plan, and this ordinance by securing City ownership or control of the Parking Facility and related public access, parking, circulation, open-space, and infrastructure improvements serving the Area.

SECTION 5. The DPD Commissioner is hereby authorized, subject to the review and approval of the Corporation Counsel, to negotiate, execute and deliver, on behalf of the City, the Master Declaration, the Parking O&M Agreement, the Team Agreements and the Consulting Agreement (collectively, the "Transaction Documents"), all in such form as shall be approved by the persons executing the Transaction Documents on behalf of the City and all of which may include provisions requiring the City to indemnify other parties and persons, and to execute such other documents and take such other actions as may be necessary or appropriate for the City to carry out and comply with the provisions of the Transaction Documents.

SECTION 6. Pursuant to the TIF Ordinance, the City has created the Roosevelt/Clark TIF Fund (the "Fund"). The person duly appointed and serving as the Chief Financial Officer of the City, or if no such person has been appointed, then the City Comptroller (each, an "Authorized Officer"), is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the TIF Ordinance and Section 11-74.4-8(b) of the Act, all Incremental Taxes received by the City for the Area and the Available Incremental Taxes from Transfer Rights (as both phrases are defined in the Redevelopment Agreement) shall be deposited into the Fund and used in accordance with the Act, the TIF Ordinance, the Plan, and the Redevelopment Agreement.

The City Council hereby finds and determines that the planning, design, engineering, acquisition, construction, installation, and related costs of the Project, including the Parking Facility, Vertical Access Elements, publicly accessible open space, community plaza, pedestrian circulation improvements, street extensions, access improvements, utility and support improvements, River Wall Improvements, conveyance of the Parking Parcel to the City, and related public infrastructure and site improvements, are necessary or incidental to the implementation of the Plan and constitute redevelopment project costs eligible for payment or reimbursement under the Act to the extent such costs are eligible under the Act and payable under the Redevelopment Agreement.

The City Council hereby authorizes the payment to the Developer of an aggregate amount not to exceed \$243,757,472 from Incremental Taxes deposited in the General Account of

the Fund (the "City Funds") solely for costs of the Project that are eligible redevelopment project costs under the Act and that are approved, documented, certified, and payable pursuant to the Redevelopment Agreement. The City Council hereby authorizes the payment to the Consultant of an aggregate amount not to exceed \$350,000 in City Funds solely for costs described in the Consulting Agreement that are eligible redevelopment project costs under the Act and that are approved, documented, certified, and payable pursuant to the Consulting Agreement. The City Funds are hereby appropriated for the purposes set forth in this Section 6. No City Funds shall be paid or reimbursed for costs that are not eligible under the Act or that are not payable under the Redevelopment Agreement or the Consulting Agreement, as applicable. Payments of City Funds to the Developer under the Redevelopment Agreement will be made after payments to other parties, as described in the Redevelopment Agreement.

Nothing in this ordinance, the Redevelopment Agreement or any payment of Incremental Taxes hereunder shall secure, support, or otherwise be available for payment of any City note issued in connection with separate public infrastructure financing. This ordinance authorizes only a taxable pay-as-you-go financing.

SECTION 7. The Mayor, the Authorized Officer, the City Clerk or any Deputy Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

[Exhibit "A" referred to in this ordinance printed on
pages 46242 and 46243 of this *Journal*.]

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

Exhibit "B".
(To Ordinance)

Redevelopment Agreement With Roosevelt/Clark Partners LLC.

This Redevelopment Agreement (this "Agreement") is made as of _____, 2026, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and Department of Transportation ("CDOT") and Roosevelt/Clark Partners, LLC, a Delaware limited liability company (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 "TIF 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 TIF Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Roosevelt/Clark 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 "Roosevelt/Clark TIF Adoption Ordinance" and items (1) – (3) collectively, the "Roosevelt/Clark TIF Ordinances") adopted on April 10, 2019.

To induce redevelopment pursuant to the TIF Act, the City Council: (i) approved and adopted a redevelopment plan and project for the Canal/Congress redevelopment project area (the "Canal/Congress Redevelopment Area"); (ii) designed the Canal/Congress Redevelopment Area as a "redevelopment project area"; (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area, pursuant to ordinances adopted on November 2, 1998 (item 3, the "Canal/Congress TIF Adoption Ordinance" and items (1) – (3) collectively and as amended on July 10, 2002 and on July 2, 2022, the "Canal/Congress TIF Ordinances"). The Canal/Congress Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Roosevelt/Clark Redevelopment Area.

D. Agreement: Pursuant to ordinance adopted by the City Council on July __, 2026, and published in the Journal of the Proceedings of the City Council ("Journal") of that date, at pages _____ through _____, the City Council authorized the City to enter into (1) this Agreement, (2) any such other supporting documents as may be necessary to carry out and comply with the provisions of this Agreement, and (3) the Master Declaration, the Parking O&M Agreement and the Team Agreements (collectively, the "Transaction Documents", which are all further defined herein).

E. The Project: The Developer has acquired and intends to develop the vacant land located west of Clark Street, south of Roosevelt Road, east of the Chicago River, and north of 18th Street, into a mixed-use development to be known as The 78 (the "Redevelopment Site" or the "Property", which is legally described on Exhibit B attached hereto). The Chicago Fire Football Club, LLC (the "Team") has already commenced construction for the 22,000 seat stadium ("Stadium") to host the Team and other sporting events, shows, concerts, civic and other events adjacent to the Redevelopment Site. As part of the public infrastructure necessary to implement the Redevelopment Plan and to support redevelopment-area access, circulation, public parking, pedestrian safety, open space, public safety, environmental and site-preparation needs, transportation connectivity, and the elimination of blighting conditions within the Redevelopment Area, the Developer intends to undertake certain public infrastructure improvements. The planning, design, construction, conveyance, public operation, and related activities necessary to build, acquire, own, operate, maintain, and/or use the TIF-Funded Infrastructure Components as defined below (individually, an "Infrastructure Component", and collectively, "Infrastructure Components") 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.

It is anticipated that the Project will be executed in two components that may overlap in commencement and completion schedules as described in Section 3.01. The TIF-Funded Infrastructure Components are as follows:

1. "River Wall Improvements" which means the reconstruction of the river wall along the South Branch of the Chicago River between West Roosevelt Road and unimproved right-of-way of West 16th Street. Improvements will support long-term structural integrity, public safety, and future riverfront access, as required by the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic organized and existing under the laws of the State of Illinois (the "MWRD"), by CDOT, including under CDOT Standards, and other agencies with jurisdiction.

2. “Parking Facility” which means a publicly available, two-story public parking, public access, Open Space (as defined below) and open-space support and circulation structure with approximately 1,220 parking spaces on a portion of the Redevelopment Site generally bounded by Roosevelt Road, the Stadium, the Metra Rock Island tracks and a proposed surface parking lot on the easterly side of Wells Street (the “Stadium Adjacent Property”), as generally depicted on the conceptual site plan attached hereto as Exhibit A (the “Site Plan”).

The Parking Facility will be located immediately adjacent to the Stadium and will be physically connected to it, including at the roof deck level, which will be approximately 40 feet above Chicago City Datum (“CCD”), the same elevation as Roosevelt Road, and will provide approximately 2.75 acres of publicly accessible open space, including a community plaza, public pedestrian connections from Roosevelt Road and adjacent public ways, access to the Stadium’s main “North Gate” entry, and extensions of LaSalle and 13th Streets, as depicted on the Site Plan (collectively, the “Open Space”).

It is anticipated one or more elevators, escalators and/or staircases will be constructed as part of the Parking Facility and will provide public access from ground level on the east and west sides of the Parking Facility to the rooftop plaza, Open Space, surrounding public ways, and adjacent uses, including the North Gate entry to the Stadium (the “Vertical Access Elements”).

Following completion of construction of the Parking Facility, the Developer will vertically subdivide the Stadium Adjacent Property and transfer a fee interest in the Parking Facility (excluding the Open Space) and the real property below approximately 40’ CCD (collectively, the “Parking Parcel”) to the City for \$1.00, while retaining the air rights above the Parking Parcel (excluding the air rights above LaSalle and 13th Streets, which will be dedicated to the City), which retained air rights may be further subdivided into multiple air rights parcels for vertical development (the “Air Rights Parcels”), subject to the City’s approval of the terms of a master declaration of covenants, conditions and restrictions, reciprocal easement agreement, and/or comparable recorded instrument to govern the vertical subdivision (the “Master Declaration”, as more fully described herein).

The Parking Facility will serve as a podium for the construction of restaurants, retail, residential towers, hotels and/or other mixed-use buildings allowed by Planned Development 1434 (the “Podium Buildings”), and these separately-owned improvements within the Air Rights Parcels will share certain structural and system components with the Parking Facility (“Shared Structure and System Components”). In addition to the Shared Structure and System Components, the Master Declaration will address (i) matters related to permitted uses for the Podium Buildings (including operational matters that are of benefit to the City, Developer, Stadium, and Stadium Adjacent Property) and shared use of vehicular and pedestrian access ways, elevators, escalators and stairs, and (ii) provide for subjacent and lateral support easements, easements for utility lines and other reciprocal rights and easements. No City approval of the Master Declaration or any shared-use arrangement shall constitute approval of any private, Stadium, Team, Podium Building, Air Rights Parcel, or other ineligible cost as a Redevelopment Project Cost. The City acknowledges that the Podium Buildings will be developed and constructed during an extended timeframe and that such development and construction will require periodic disruption to, partial closures of, the Parking Facility, to facilitate the development and construction of the Podium Buildings. Developer shall use commercially reasonable efforts

to plan, sequence and perform all such development and construction activities in a manner that minimizes interference with the operation and use of the Parking Facility. Developer acknowledges that the City shall be fully compensated for any resulting revenue losses, increased operating costs, or other adverse impacts to the Parking Facility caused by such development and construction activities, as to be further detailed in the Parking O&M Agreement.

To the extent any structural element of the Parking Facility also supports or may support future Podium Buildings or Air Rights Parcels, such structural element shall be eligible for payment or reimbursement from City Funds only if the City determines, based on engineering documentation satisfactory to DPD, CDOT, Corporation Counsel and/or other applicable City departments, that such element is reasonable and necessary for the Parking Facility as a City-owned public facility and is not a Podium Building Support Cost.

As the future owner of the Parking Parcel, the City will enter into an agreement with the Developer (the "Parking O&M Agreement", as more fully described herein) for the use, operation, and maintenance of the Parking Parcel as a public parking and public access facility available to the general public or non-discriminatory terms either through Developer self-management or through a third party manager reasonably acceptable to the City (whether the Developer or a third-party, the "Parking Operator"), upon terms and conditions reasonably acceptable to the City.

Additionally, the Parking Parcel has the potential to generate non-parking revenue from sponsorships, signage, advertising, and other activations. Subject to ambush marketing protections in favor of the Team, the City reserves the right to negotiate approval and limitations on advertising and signage on, around, and within the Parking Parcel.

The City shall have the sole and exclusive right to retain net revenue from the operation of the Parking Parcel (i.e., gross revenue less all Operating Expenses, as defined herein, incurred in compliance with the Parking O&M Agreement) in order to offset the costs of constructing, operating, and maintaining the Parking Parcel and to support public purposes within the Redevelopment Area. The City and the Developer may explore opportunities to share revenues from sponsorships, signage, advertising, and other activations in and on the Parking Facility pursuant to terms set forth in the Parking O&M Agreement and/or other future revenue sharing agreements.

It is anticipated that the Team, the Developer and/or the Parking Operator may enter into one or more agreements among themselves, in each case relating to the development, ownership, operation and use of the Stadium, Parking Facility and Parking Parcel (collectively, the "Team Agreements"). Although the City is not anticipated to be a party to the Team Agreements, the City shall have approval rights with respect to the terms and conditions of any Team Agreement that affects the City's interests in the Parking Facility, Parking Parcel or the transactions contemplated by this Agreement. The Team Agreements are expected to include (i) an agreement providing for the Team's limited event-day use of the Parking Parcel, (ii) a party wall or similar agreement to address underground footing and support rights, and the maintenance and repair of the points of connection with the Stadium and Parking Facility and temporary easements, rights of entry and coordination agreements related to the ownership, maintenance and operation of the Parking Parcel; (iii) access easements to allow pedestrians to use the Vertical Access Elements on the Parking Parcel to access the Stadium through the North

Gate, and (iv) an agreement regarding ownership and use of the Team store located within the Parking Facility and Stadium.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and Redevelopment Plan. The City Council finds that the Parking Facility, including the public parking structure, public access and vertical circulation elements, publicly accessible Open Space, open-space support, street and pedestrian connections, utility and site improvements, structural elements necessary for the City-owned public facility, and the River Wall Improvements and all related eligible professional, engineering, design, environmental, site-preparation, construction, and financing costs, is reasonable and necessary to implement the Redevelopment Plan; is incidental to the Redevelopment Plan and redevelopment project; and is included within the Redevelopment Plan's estimated redevelopment project cost category for "Public Works & Improvements, including streets and utilities, parks and open space, public facilities." The City Council further finds that the Parking Facility is a public works, public improvement, and public facility serving the Redevelopment Area and is consistent with the Redevelopment Plan's authorization for public improvements and facilities necessary to service the Redevelopment Area.

G. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Canal/Congress Incremental Taxes (as defined below) from the Canal/Congress TIF Fund to pay for eligible redevelopment project costs incurred in the Roosevelt/Clark Redevelopment Area because the Canal/Congress Redevelopment Area (as defined in the Canal/Congress TIF Ordinances) is either contiguous to, or is separated only by a public right of way from, the Roosevelt/Clark Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay for its City Funds obligations (as such term is defined herein) to Developer under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Canal/Congress Incremental Taxes from the Canal/Congress Redevelopment Area into the Roosevelt/Clark TIF Fund (as defined herein).

H. City Financing: Subject to the conditions and restrictions set forth in Section 4 hereto, 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 the TIF-Funded Infrastructure Components, pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, City Funds may be used only for costs that constitute Redevelopment Project Costs, are eligible under the Redevelopment Plan, are included within the applicable Redevelopment Plan budget category and total cost limitation, are supported by documentation satisfactory to the City, and are not costs allocable solely to private, Stadium, Team, Podium Building, Air Rights Parcel, or other non-public improvements.

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A Site Plan
2. Definitions	B *Legal Description of the Property
3. The Project	C *TIF-Funded Infrastructure Components
4. Financing	D Scope Drawings and Approved Plans and Specifications
5. Conditions Precedent and Real Estate Closing	E O&M Term Sheet
6. Agreements with Contractors	F Intentionally Omitted
7. Completion of Construction or Rehabilitation	G-1 *Project Budget
8. Covenants/Representations/Warranties of Developer	G-2 *MBE/WBE Budget
9. Covenants/Representations/Warranties of the City	H Prior Expenditures
10. Developer's Employment Obligations	I *Form of Component Commencement Letter
11. Environmental Matters	(An asterisk (*) indicates which exhibits are to be recorded.)
12. Insurance	
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
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:

"13th Street Construction" means the construction of a new roadway between new South LaSalle Street and South Clark Street constructed above the Parking Facility, as well as a bridge structure across existing Metra facilities in a new public right-of-way to be dedicated. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

"14th Street Construction" means the construction of a new roadway in a new public right-of-way to be dedicated between new South LaSalle Street and South Wells Street, providing

additional east-west connectivity within the Project. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

"15th Street Construction" means the construction of a new roadway in a new public right-of-way to be dedicated between new South LaSalle Street and South Wells Street, completing east-west connectivity within the Project. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

"15th Street Pedestrian Connector" means the design and construction of a new publicly accessible pedestrian connection across the Metra tracks at or near 15th Street, creating an east-west connection between the Project Area and Clark Street. Work may include either a sub-grade tunnel crossing or an above-grade bridge structure, together with ADA-compliant access improvements, including ramps, elevators, stairs, and related vertical circulation elements. Improvements may also include landscaping, lighting, signage, drainage, safety and security features, streetscape enhancements, and any necessary supporting utility and infrastructure improvements. The improvements shall be designed and constructed in coordination with CDOT and other applicable governmental agencies and stakeholders.

"The 78 Redevelopment Agreement" means the Amended and Restated 78 Redevelopment Agreement by and between the City and Developer dated [____], 2026 and related to the Other Public Infrastructure.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Air Rights Parcels" is defined in the Recitals hereof.

"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) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of updated insurance certificates, if applicable (Section 8.14); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (4) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.23), (5) compliance with the Jobs Covenant (Section 8.20), (6) Increment and Rate of Return Reporting (Section 8.28), and (7) compliance with all other executory provisions of this Agreement.

"Approved Plans and Specifications" means the plans and specifications prepared by duly licensed engineer(s) depicting the construction of the Infrastructure Components, which plans and specifications are consistent with the Scope Drawings and have been (i) prepared in consultation with the Consultant Engineer and (ii) approved by the City in its sole discretion

pursuant to Section 3.02(a) and upon such approval such plans shall be attached as Exhibit D hereto.

"Available Incremental Taxes" means, for each payment: (i) an amount equal to the Roosevelt/Clark Incremental Taxes on deposit in the Roosevelt/Clark TIF Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which are available for the financing or payment of Redevelopment Project Costs, after deducting the TIF District Administration Fee, and (ii) an amount equal to 100% of those Roosevelt/Clark Incremental Taxes deposited in the Roosevelt/Clark TIF Fund that are attributable to the City's exercise of its Transfer Rights.

"Available Project Funds" is defined in Section 4.07 hereof.

"Canal/Congress Incremental Taxes" means such ad valorem taxes which, pursuant to the Canal/Congress TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the TIF Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Canal/Congress TIF Fund.

"Canal/Congress TIF Fund" means the special tax allocation fund created by the City in connection with the Canal/Congress Redevelopment Area into which the Canal/Congress Incremental Taxes are deposited.

"Canal/Congress TIF Adoption Ordinance" is defined in the Recitals hereof.

"CCD" is defined in the Recitals hereof.

"CDOT" means the Chicago Department of Transportation.

"CDOT Commissioner" means the Commissioner of the Chicago Department of Transportation.

"CDOT Standards" means the requirements that construction and installation designed, installed, constructed, maintained and operated in accordance with current and applicable provisions of (i) the most current version of the CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and other standards applied to the public ways and other public property of the City, as well as those of other departments applicable to public ways and public property, land any successor standards or publications adopted by CDOT, (ii) the requirements of other City departments to the extent their facilities, property, or proprietary or regulatory jurisdiction is involved with the applicable Work, (iii) the AASHTO standards, and (iv) IDOT standards to the extent applicable, and (v) the Laws.

"Change Order" means any amendment or modification to the Scope Drawings, Approved Plans and Specifications, the Guaranteed Maximum Price, the schedule for any Infrastructure Component, 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) hereof.

"City Council" is defined in the Recitals hereof.

"City Funds" means the funds paid to Developer described in Section 4.03(b) hereof.

"City Note" means the City Note defined in and issued pursuant to the Amended and Restated 78 Redevelopment Agreement dated as of _____, 2026, by and between the City, through DPD and CDOT, and Roosevelt/Clark Partners, LLC, a Delaware limited liability company.

"Clark Street Improvements" means the realignment and addition of turn lanes, median dividers, utility improvements as required, street and pedestrian lighting, bike lanes and pedestrian improvements within or adjacent to the existing Clark Street right-of-way and as required by CDOT Standards.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commencement Date" with respect to an Infrastructure Component is defined in Section 3.01.

"Completion Date" with respect to an Infrastructure Component is defined in Section 3.01.

"Compliance Period" means the longer of a period beginning on the date the last Infrastructure Component Completion Certificate is issued and ending on the 10th anniversary of the date the last Infrastructure Component Completion Certificate is issued.

"Component Commencement Letter" means that letter from DPD to the Developer indicating that the Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the proposed Infrastructure Component.

"Consultant Engineer" is defined in Section 3.02.

"Contractor" is defined in Section 10.03 hereof.

"Corporation Counsel" means the City's Department of Law.

"Davis-Bacon Act" means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

"DEMA" is defined in Section 3.02(b).

"DPD Commissioner" means the Commissioner of Planning and Development.

"Early Work Packages" means (i) deep foundation plans and specifications for an Infrastructure Component, including without limitation, deep foundation set scope covers site preparation and structural support improvements, including earth retention systems, deep

foundations, mass grading, excavation and related work; and (ii) shallow foundation plans and specifications for an Infrastructure Component, including without limitation, shallow foundation set scope covers horizontal infrastructure improvements, including utility infrastructure, drainage systems, shallow foundation systems, surface improvements and related work.

"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 hereof.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 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 funds of Developer (other than funds derived from Lender Financing) available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.03(b).

"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 by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s).

"Event of Default" is defined in Section 15 hereof.

"Financial Interest" is defined for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" means complete annual or quarterly (as applicable) financials statements of Developer certified by a certified public accounting firm in accordance with sound accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Guaranteed Maximum Price" means with respect to each Infrastructure Component, the estimated amount shown on Exhibit C with respect to such Infrastructure Component, as may be modified pursuant to Section 3.03.

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" is defined in Section 10 hereof.

"IEPA" means the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07 hereof.

"Incremental Taxes" means (i) Roosevelt/Clark Incremental Taxes, and (ii) to the extent the City has exercised its Transfer Rights, Canal/Congress Incremental Taxes.

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

"Infrastructure Component(s)" means, individually or collectively, as applicable, Parking Facility and River Wall Improvements.

"Infrastructure Component Completion Certificate" means, with respect to an Infrastructure Component, the issuance of an Infrastructure Component Completion Certificate evidencing that a certain Infrastructure Component has been completed.

"IPT Coverage" is defined for such term in Section 4.03 hereof.

"Laws" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"LaSalle Street Construction" means the construction of a new roadway in a new public right-of-way to be dedicated between Roosevelt Road and new 15th Street, creating a new north-south connection within the Project. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

"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 hereof.

"Master Declaration" is defined in the Recitals and as further described in Section 7.01(b)(i).

“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 budget attached hereto as Exhibit G-2, as described in Section 10.03, and as the same may be updated from time to time to reflect the final Guaranteed Maximum Price for each Infrastructure Component.

“MBE/WBE Program” is defined in Section 10.03 hereof.

“Metra” means the Commuter Rail Division of the Regional Transportation Authority and any successor agency.

“Metra IGA” means the Agreement between the City of Chicago and Metra (Metra Realignment Project) dated November 2023.

“Metra Improvements” means various track, signal, and crash wall improvements to the existing Metra commuter rail infrastructure and integral to the Parking Facility.

“Municipal Code” means the Municipal Code of the City of Chicago, as amended from time to time.

“MWRD” is defined in the Recital hereof.

“New Mortgage” is defined in Section 16 hereof.

“NFR Letter” means a “no further remediation” letter issued by IEPA pursuant to the Site Remediation Program.

“Non-Governmental Charges” means all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

“O&M Term Sheet” is defined in Section 5A.9.

“Open Space” is defined in the Recitals hereof.

“Operating Expenses” is defined in Section 7.01(b)(ii).

“Other Public Infrastructure” means, individually or collectively, as applicable, the 13th Street Construction, 14th Street Construction, 15th Street Construction, LaSalle Street Construction, Wells Street Modifications, Clark Street Improvements, Roosevelt Road Improvements, Metra Improvements, and 15th Street Pedestrian Connector.

“Parking Facility” is defined in the Recitals hereof.

“Parking O&M Agreement” is defined in the Recitals and as further described in Section

7.01(b)(ii).

"Parking Operator" is defined in the Recitals and as further described in Section 7.01(b)(ii).

"Parking Parcel" is defined in the Recitals hereof.

"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, (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 hereof.

"Podium Buildings" is defined in the Recitals hereof.

"Podium Building Support Cost" means an incremental Parking Facility construction cost, including without limitation foundation and conduit costs, required to support or facilitate private vertical development of one or more Podium Buildings.

"Prior Expenditure(s)" is defined in Section 4.05(a) hereof.

"Project" is defined in the Recitals hereof.

"Project Budget" means the budget attached hereto as Exhibit G-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" is defined in the Recitals hereof.

"Real Estate Closing" is defined in Section 5D herein.

"Real Estate Closing Conditions" are described in Section 5C herein.

"Real Estate Closing Date" is defined in Section 5D herein.

"Redevelopment Area" is defined in the Recitals hereof.

"Redevelopment Plan" is defined in the Recitals hereof.

"Redevelopment Site" is defined in the Recitals hereof.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the TIF Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan; provided, however any Podium Building Support Cost shall be excluded from Redevelopment Project Costs.

"Requisition Form" means the document, in the form to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"River Wall Improvements" means the reconstruction of the river wall along the South Branch of the Chicago River between West Roosevelt Road and unimproved right-of-way of West 16th Street. Improvements will support long-term structural integrity, public safety, and future riverfront access, as required by MWRD, by CDOT, including under CDOT Standards, and other agencies with jurisdiction.

"Roosevelt/Clark Incremental Taxes" means such ad valorem taxes which, pursuant to the Roosevelt/Clark TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the TIF Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Roosevelt/Clark TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Roosevelt/Clark TIF Adoption Ordinance" is defined in the Recitals hereof.

"Roosevelt Road Improvements" means various vehicle, pedestrian, bicycle, traffic and landscape improvements within or adjacent to the existing Roosevelt Road right-of-way and as required by CDOT in coordination with IDOT and applying CDOT Standards.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project attached as Exhibit D which is attached and incorporated .

"Shared Structure and System Components" is defined in the Recitals hereof.

"Site Plan" is defined in the Recitals hereof.

"Site Remediation Program" means the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

"Stadium" is defined in the Recitals hereof.

"Stadium Adjacent Property" is defined in the Recitals hereof.

"Survey(s)" means a plat or plats of survey in the most recently revised form of ALTA/NSPS land title survey of the Property owned by Developer, 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 any Infrastructure Components and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" means the Sustainable Development Policy of the City as in effect on the Closing Date.

"Tax Administrator" is defined for such term in Section 4.03 hereof.

"Tax Administrator Costs" is defined for such term in Section 4.03 hereof.

"Team" is defined in the Recitals hereof.

"Team Agreements" is defined in the Recitals hereof.

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on 2051 with automatic five-year renewals, with the automatic renewal occurring with every extension of the O&M agreement.

"TIF Act" is defined in the Recitals hereof.

"TIF District Administration Fee" means the fee described in Section 4.05(b) hereof.

"Roosevelt/Clark TIF Fund" means the special tax allocation fund created by the City in connection with the Roosevelt/Clark Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Infrastructure Components" 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 C lists the TIF-Funded Infrastructure Components for the Project.

"TIF Ordinances" means collectively the Roosevelt/Clark TIF Ordinances and the Canal/Congress TIF Ordinances.

"Title Company" means [Chicago Title Insurance Company.]

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title to the Property owned by Developer, subject to Permitted Mortgage(s) and showing Developer as the insured in the full amount of the City Funds, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Third-Party Parking Operator Agreement" means, in the event the Developer engages a third-party Parking Operator (subject to the City's approval), the agreement between the Developer and such third-party Parking Operator governing the use, operation, maintenance, and management of the Parking Parcel.

"Transaction Documents" is defined in the Recitals hereof.

"Vertical Access Elements" is defined in the Recitals hereof.

"Wells Street Modifications" means the provision of curb cuts, new utility infrastructure connections, and landscaping modifications within the existing Wells Street public right-of-way as required by CDOT Standards.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"Warranty Period" is defined in Section 8.06.

"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.

"Work" shall mean all work, materials and activities required, contemplated or conducted or provided for the delivery, installation, construction, and completion of the Project, including all Infrastructure Components.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer shall, pursuant to the Approved Plans and Specifications and subject to the provisions of Section 18.17 hereof, begin construction of the applicable Infrastructure Component on or before the Commencement Date, and complete construction of such Infrastructure Component on or before the Completion Date, indicated in the chart below. If the Commencement Date for the Infrastructure Component occurs after the Completion Date set forth below, the costs of the Infrastructure Component shall, at the City's election, not be eligible to receive reimbursement of City Funds. The parties to this Agreement acknowledge and agree upon completion of the Parking Facility and conveyance of the Parking Parcel to the City in accordance with this Agreement, that the Parking Parcel shall thereafter be owned by the City, and shall not be owned, in whole or in part, by the Developer or other private person. The ownership and rights described in the preceding sentence shall remain true and accurate irrespective of the Developer's source of funds described in Sections 4.01 and 4.02 or otherwise (e.g. Equity, Lender Financing, City Funds) that are used directly or indirectly in connection with the Infrastructure Components or other portions of the Project. Nothing in this Agreement modifies the Developer's obligations under that certain Agreement for Wells Wentworth Infrastructure and Water Management Facilities dated as of December 20, 2018 by and between the Developer and the City, acting by and through CDOT and its Department of Water Management.

Infrastructure Component	Commencement Date	Completion Date
Parking Facility	10/1/2026	12/31/2028
River Wall Improvements	5/1/2027	12/31/2028

3.02 Design and Construction of the Project.

(a) Scope Drawings and Approved Plans and Specifications. Prior to the start of construction of each Infrastructure Component and within two (2) years of the Closing Date, the Developer will provide to DPD and CDOT in a form consistent with the Scope Drawings, proposed Approved Plans and Specifications, including a project budget for each Infrastructure Component, all of which are required to be approved by the City in its sole discretion. Upon such approval, they shall be known as the Approved Plans and Specifications for purposes of this Agreement.

(b) Construction Standards. Developer shall conduct the construction and installation of each Infrastructure Component in accordance with the applicable Approved Plans and Specifications. Each Infrastructure Component shall be completed to CDOT Standards subject to inspection, punchlist, final completion and acceptance. No material deviation from the Approved Plans and Specifications shall be made without the prior written approval of CDOT. The Approved Plans and Specifications shall conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations.

With respect to any Infrastructure Component that is not built to the Approved Plans and Specifications and not issued an Infrastructure Component Completion Certificate by the City, none of the costs will be eligible to receive reimbursement from City Funds. At the City's election, Developer shall be required to fund the additional cost of bringing the Infrastructure Component into compliance with the Approved Plans and Specifications, and such additional costs will not be subject to reimbursement from City Funds until such time as an Infrastructure Component Completion Certificate is issued.

Developer shall retain the services of a qualified and licensed engineer experienced in the construction of the Infrastructure Components including parking facilities and below-grade infrastructure support improvements as approved by CDOT and/or the City's Department of Buildings ("Consultant Engineer"). The Consultant Engineer shall report to CDOT and/or the City's Department of Buildings ("Consultant Engineer"). The Consultant Engineer shall report to CDOT and/or the City's Department of Buildings and be responsible for seeing that the Infrastructure Components are constructed in accordance with the Approved Plans and Specifications. The Consultant Engineer's scope of work shall include, but not be limited to, preparation of all construction documentation in accordance with the applicable requirements of CDOT's Construction Manual, quality assurance and quality control, review of all contractor submittals including shop drawings, material submittals and catalogue cuts, providing planning coordination, determining the appropriateness of any proposed modifications to the Plans and Specifications, preparing punchlists on behalf of the City and supervising project closeout and acceptance of the work. Staffing shall be as determined by agreement of the City and Developer, and shall be adequate, as reasonably determined by the City, to cover all aspects of the construction of the Infrastructure Components.

After such initial approval, subsequent proposed changes to the Approved Plans and Specifications shall be submitted to CDOT and DPD and any other applicable City agency as a Change Order pursuant to Section 3.04 hereof. The Approved 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, CDOT and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

Prior to issuance of building permits for the Parking Facility, the Developer, or the individual or entity applying for the applicable building permit ("the Applicant"), will enter into a development and maintenance agreement (the "DEMA") with the City for the construction, maintenance, and management of the Open Space and the Riverwalk which shall specifically include the River Wall Improvements. The DEMA obligations shall be binding upon the Applicant, its successors and assigns, including but not limited to a homeowners or master association whose purpose includes maintaining the Open Space and the Riverwalk. Upon completion of the Open Space and the Riverwalk, the public access provided for herein shall be memorialized in a public access easement agreement (which may be included in the DEMA) with and for the benefit of the City. The recording and other costs associated with establishing such public access easement shall be the responsibility of the Applicant. A copy of said public access easement agreement shall be on file with DPD.

(c) Other Governmental Approvals. Prior to the start of construction of each Infrastructure Component, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation, including permitted occupations of government owned properties, and has submitted evidence thereof to DPD

(d) Financing. If the sources of funds described in Section 4.01 include any amounts of Equity or Lender Financing, Developer shall have furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the applicable Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer shall furnish proof that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Infrastructure Component.

3.03 Project Budget. In addition to detailed Scope Drawings and Approved Plans and Specifications, prior to the start of construction of each Infrastructure Components, the Developer will provide to DPD and CDOT an estimated project budget for each Infrastructure Component. Starting 4 months following the Closing Date and every month thereafter, the Developer agrees to place \$15,000 per month in escrow, in an aggregate amount not to exceed \$900,000, for project management oversight for the Project, subject to reimbursement as provided herein. As of the date of this Agreement, Developer has contributed \$210,000 in escrow related to the Project.

A final budget approved by DPD in its sole discretion, in consultation with CDOT, will be included as part of the Approved Plans and Specifications and will establish a Guaranteed Maximum Price for the Infrastructure Component. If approved by DPD in its sole discretion, the Guaranteed Maximum Price for an Infrastructure Component may be higher or lower than the estimated budget shown in Exhibit G-1, but in no case will the reimbursement for all Infrastructure Components exceed the total amount of City Funds. Exhibit C shall be modified to reflect the Guaranteed Maximum Price for an Infrastructure Component established pursuant to this Section 3.03 and may include additional line items.

Developer has furnished to DPD, and DPD has approved, a final Project Budget showing total costs for the Project in an amount not less than \$250,163,768. Developer hereby certifies to the City that, prior to commencing construction on an Infrastructure Component (a) it shall have Lender Financing and Equity described in Section 4.02 hereof in an amount sufficient to pay for all costs; and (b) the Project Budget with respect to such Infrastructure Component is a good faith, reasonable estimate of anticipated costs. Developer shall promptly deliver to DPD and/or the applicable City agency 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; provided that, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to any of the following must be submitted by Developer to the City for the City's prior written approval: (a) material amendments or modifications to the Approved Plans and Specifications, (b) a delay in the completion of any Infrastructure Component by 365 days or more; (c) Change Orders resulting in an aggregate increase to the Guaranteed Maximum Price for an Infrastructure Component of more than one percent (1%); (d) any reallocation among line items within the Guaranteed Maximum Price for an Infrastructure Component exceeding 10% of the Guaranteed Maximum Price for such Infrastructure Component; and (e) any delay in a Commencement Date greater than 90 days. The upper limits for any delay or the expenditure of contingency funds shall be mutually agreed upon by the Developer and CDOT for each Infrastructure Component as part of the Approved Plans and Specifications, but in no case shall exceed a delay in the Schedule of more than 365 days, or the expenditure of contingency funds of more than 10% in the aggregate. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to 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, 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 City Approval. Any approval granted by the City of the Scope Drawings, Approved 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 3.02(c) (Other Governmental Approvals) hereof. Developer shall not commence construction of any Infrastructure Component 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 Approved Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding or insurance as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide the City 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 a notice to DPD as set forth in the final sentence of Section 3.04). Developer shall provide three (3) copies of updated Survey(s) to DPD upon the request of the City or any lender providing Lender Financing, reflecting any infrastructure improvements and other improvements made to the Property.

3.08 Inspecting Agent or Architect and Engineer. An independent agent or architect (which may include Developer's architect if approved by DPD) shall 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. If approved by DPD, the inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect (a) is not also the 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.

In addition, prior to the commencement of any Work involving Infrastructure Components to be turned over to City, CDOT may require Developer to hire a qualified engineering firm, to be paid at Developer's expense, subject to reimbursement from City Funds, to perform construction monitoring of the Work as part of this Agreement, with staffing appropriate to the requirements of these monitoring services. The engineering firm and individual engineer(s) assigned to the Work shall report to and be at the direction of the CDOT Commissioner. The qualifications of the firm and the assigned engineers shall be submitted to the CDOT Commissioner for review and approval. The construction monitoring shall be in accordance with the Illinois Department of Transportation Construction Documentation Standards (Red Book). Upon completion of the Work, the engineering firm shall submit a letter to the CDOT Commissioner certifying to both the City and Developer that the Work has been constructed and installed in accordance with the Approved Plans and Specifications and CDOT Standards. If applicable, the letter shall be signed and stamped by an Illinois licensed structural engineer.

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. 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 shall 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 generally applicable requirements governing such connections, including the payment of customary fees and costs related thereto, subject to reimbursement from City Funds. Further Developer shall be responsible for any relocation, adjustment, removal or abandonment of any utility or public service facilities owned or controlled by City or third parties that is required in connection with the Work and the Project as noted in the Approved Plans and Specifications, or that is impacted by the Project or the Work. Developer shall be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

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 Additional Agreements. Developer shall have delivered executed copies of the Parking O&M Agreement and the Third-Party Parking Operator Agreement to the City prior to the issuance of the Infrastructure Component Completion Certificate.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$250,163,768, to be applied in the manner set forth in the Project Budget. Such costs shall be funded through the following sources:

Sources of Funds (1)(2)	Amount
Lender Financing	\$0
City Funds	\$250,163,768
Equity	\$0
Total	\$250,163,768

(1) City Funds may only be used to pay directly or reimburse Developer for costs of the TIF-Funded Infrastructure Components that constitute Redevelopment Project Costs. 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 hereof.

(2) If the aggregate cost of the TIF-Funded Infrastructure Components 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 Infrastructure Components in excess of City Funds and of completing the Project.

This Section 4.01 shall be revised before the Closing Date to reflect the source of funding for Podium Building Support Costs, which are not eligible to be reimbursed from City Funds.

4.02 Developer Funds. If required, 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 Infrastructure Components.

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 Infrastructure Components that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Infrastructure Components for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(c)), 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. The Developer may request in writing to revise Exhibit C to reallocate the maximum amount of TIF-eligible costs among different Infrastructure Components, and such request shall be subject to the approval of the City, in its sole discretion. If such reallocation would result in the TIF-eligible costs being more than the Guaranteed Maximum Price for one or more Infrastructure Components, then the Developer shall, as a condition to such reallocation, provide evidence acceptable to the City in its sole discretion of Lender Financing and/or Equity at least equal to this shortfall.

With respect to the Parking Facility, City Funds may be used only for costs that the City determines are reasonable and necessary for the Parking Facility as a City-owned public works, public improvement, and public facility serving the Redevelopment Area. No City Funds shall be used to pay or reimburse costs allocable solely to the Stadium, Team operations, Team improvements, Podium Buildings, Air Rights Parcels, private vertical development, private tenant improvements, private signage, private utilities, private vertical transportation, private loading areas, private MEP systems, or any privately owned building or improvement that is not itself an eligible Redevelopment Project Cost. To the extent any structural element of the Parking Facility also supports or may support future Podium Buildings or Air Rights Parcels, such structural element shall be eligible for payment or reimbursement from City Funds only if the City determines, based on engineering documentation satisfactory to DPD, CDOT, and Corporation Counsel, that such element is reasonable and necessary for the Parking Parcel as a City-owned public facility and is not an incremental cost required solely for private vertical development.

(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 Infrastructure Components:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes	\$250,163,768

Available Incremental Taxes shall be applied to reimburse Developer for the costs of the TIF-Funded Infrastructure Component on a pay-as-you-go basis; provided, however, that the total amount of City Funds expended for TIF-Funded Infrastructure Components shall be an amount not to exceed the lesser of \$250,163,768 or 100% of the actual total Project costs; and provided further, that the \$250,163,768 to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Infrastructure Components and allocated by the City for that purpose only so long as:

- (i) The amount of the Available Incremental Taxes to be deposited into the Roosevelt/Clark TIF Fund shall be sufficient to pay for such costs; and
- (ii) The City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Infrastructure Components, if any;

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Infrastructure Components up to a maximum of \$250,163,768 is contingent upon the fulfillment of the conditions set forth above in Section 4.03(a) and Section 4.03(b). In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

The City reserves the right in its sole discretion, prior to the payment of City Funds, to substitute a portion of the referenced sources of City Funds with any legally available funding sources.

Available Incremental Taxes will come first from funds generated from area-wide Incremental Taxes then from the Project PINs generated from the TIF District then, as necessary, from the City's exercise of its Transfer Rights.

(c) Disbursement of City Funds. Subject to the conditions described in Section 4.03, the City shall disburse the City Funds in quarterly payments in such amounts to reimburse or pay for incurred costs for the TIF-Funded Infrastructure Components as certified to the City in a Requisition Form with required supporting documentation.

(d) Limits on City Funds. Payments under this Agreement are subject to the amount of Available Incremental Taxes deposited into the Roosevelt/Clark TIF Fund being sufficient for such payments. The parties agree that Available Incremental Taxes shall be used in the following order of priority of disbursement:

- (i) Payments due to Metra under the Metra IGA;
- (ii) Current and past interest on the City Note;
- (iii) Principal payments under the City Note;
- (iv) Replenishment of debt service reserve fund with respect to the City Note; and

- (v) City Grant funds available to the Developer under this Agreement.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Funds as described in Section 4.03(b)(ii), 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.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. The City will reimburse for those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, which shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by DPD as Prior Expenditures. DPD shall count expenses incurred prior to the Closing Date toward the Guaranteed Maximum Price of the Infrastructure Component, provided the Developer has documented these costs in a manner acceptable to DPD. Prior Expenditures made for items other than TIF-Funded Infrastructure Components shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

(b) 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.

4.06 Intentionally Omitted.

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

(a) the total amount of the disbursement request represents the actual amount payable to, or previously 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 Approved Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens and Non-Governmental Charges in accordance with Section 8.15(b);

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein 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. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 30 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.

(h) with respect to any request for City Funds for the Parking Facility, Developer has certified that each cost included in the disbursement request: (i) is reasonable and necessary for the Parking Parcel as a City-owned public works, public improvement, and public facility serving the Redevelopment Area; (ii) is included in the Approved Plans and Specifications, Project Budget, Exhibit C, and Exhibit G-1; (iii) is not allocable solely to the Stadium, Team operations, Team improvements, Podium Buildings, Air Rights Parcels, private vertical development, private tenant improvements, private signage, private utilities, private vertical transportation, private loading areas, private MEP systems, or any privately owned building or improvement that is not itself an eligible Redevelopment Project Cost; (iv) has not been and will not be reimbursed from another public or private source; and (v) is supported by invoices, contracts, lien waivers, certified payrolls, proof of payment, engineering documentation, and such other documentation as the City may require.

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 15.02 hereof.

4.09 Sale or Transfer of the Property. Developer must obtain the prior written approval of the City for any sale or transfer of any part of the Property to be improved with the Project prior to the Completion Date. Following the Completion Date, Developer must obtain the prior approval of the City for any sale or transfer of any Podium Building.

SECTION 5. CONDITIONS PRECEDENT AND REAL ESTATE CLOSING

SECTION 5A. CONDITIONS PRECEDENT TO AGREEMENT CLOSING DATE

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

5A.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.

5A.02 Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property owned by the Developer, or a binding, signed, marked-up commitment to issue such Initial Title Policy, certified by the Title Company. 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 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 ALTA 9 comprehensive 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.

5A.03 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 thereto, 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 of Illinois	Pending suits and judgments, bankruptcy
Clerk of Circuit Court, Cook County	Pending suits and judgments

5A.04 Surveys. Developer has furnished the City with three (3) copies of the Survey(s).

5A.05 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.

5A.06 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.

5A.07 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5A.8 Financial Statements. Developer has provided Financial Statements to DPD for its most recent three fiscal years and audited or unaudited interim financial statements, provided, however, for purposes of this Section 5A.8, unaudited Financial Statements shall be acceptable.

5A.9 Parking O&M Agreement. Developer has submitted to DPD, and DPD has approved, a term sheet for the Parking O&M Agreement (the "O&M Term Sheet"). A copy of the O&M Term Sheet is attached hereto as Exhibit E.

5A.10 Podium Building Support Costs. The Agreement, including without limitation Section 4.01 and Exhibit G-1, has been revised to reflect Podium Building Support Costs, which are not eligible to be reimbursed from City Funds, and the source of funding for these costs.

5A.11 Other Agreements. Developer has provided to the City copies of any agreements between the Developer (including its Affiliates) and the Team (including its Affiliates) or Chicago Fire Stadium, LLC, a Delaware limited liability company (including its Affiliates), related to the subject matter of this Agreement, including without limitation any agreement related to the Infrastructure Components, the Stadium or the Podium Buildings.

5A.12 Intentionally Omitted.

5A.13 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and, if necessary, 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. The Developer shall provide the City with a final comprehensive NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof.

5A.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles of organization containing the certification of the Secretary of State of its state

of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement of Developer; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, 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. 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 5A.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.

SECTION 5B. CONDITIONS PRECEDENT TO THE INFRASTRUCTURE COMPONENT COMMENCEMENT LETTER

5B.01 Developer Obligations. The Developer covenants not to commence construction of an Infrastructure Component until the Developer has requested in writing, and the City has issued and delivered to the Developer, a Component Commencement Letter for that Infrastructure Component pursuant to this Section 5B. The Developer's delivery of such request for a Component Commencement Letter shall constitute a certification to the City, as of the date of such request, that 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 under this Agreement or any related agreement, or any other Transaction Document, and the representations and warranties contained in this Agreement, any related agreement or any other Transaction Document are true and correct.

Notwithstanding anything contained herein to the contrary, Developer may request, and the City shall issue, a Component Commencement Letter with respect to one or more Early Work Packages comprising less than the entirety of an Infrastructure Component. For purposes of such request, the requirements of this Section 5B.01 shall apply only to the applicable Early Work Package and the scope of work contemplated therein. The Developer may submit separate materials required by this Section 5B applicable solely to such Early Work Package. Upon the City's approval thereof, the City shall issue a Component Commencement Letter authorizing commencement of the applicable Early Work Package.

The issuance of a Component Commencement Letter for an Early Work Package shall not require completion of design, pricing, procurement, contracting, or permitting for the balance of the applicable Infrastructure Component. The Developer may thereafter submit one or more additional requests for Component Commencement Letters covering subsequent Early Work Packages or the remainder of the Infrastructure Component. All approved Early Work Packages shall be deemed part of the applicable Infrastructure Component and all eligible costs incurred

pursuant thereto shall constitute Project Costs eligible for reimbursement under this Agreement.

The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of each Component Commencement Letter:

(a) Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget for the Infrastructure Component in accordance with the provisions of Section 3.03 hereof;

(b) Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications for the Infrastructure Component in accordance with the provisions of Section 3.02 hereof;

(c) Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Infrastructure Component, and has submitted evidence thereof to DPD;

(d) Financing. The Developer has furnished proof satisfactory to the City that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Infrastructure Component and satisfy its obligations under this Agreement;

(e) Title. The Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter, showing the Developer as the named insured and satisfying the requirements described in Section 5A.02;

(f) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within 45 days of the date the Developer submits the request for a Component Commencement Letter, as described under Section 5A.03, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(g) Surveys. The Developer has furnished the City with three (3) copies of the Survey, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter;

(h) Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD;

(i) Opinion of the Developer's Counsel. On the date the Developer submits the request for a Component Commencement Letter, the 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;

(j) Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD of the Prior Expenditures in accordance with the provisions of Section 4.05(a);

(k) Documentation. The Developer has provided documentation satisfactory to DPD and the Department of Purchases, Contracts and Supplies with respect to current employment matters on the prior and pending Infrastructure Components of the Project, the MBE/WBE utilization plan for the pending the Infrastructure Component for the Project, and a progress report containing all current information, if any, requested under Section 8.07 herein, and DPD has approved the same; provided, each such MBE/WBE utilization report will be in the format of the City's Schedule D, D-1, D-2, and D-3 "Compliance Plan Regarding MBE&WBE Utilization"; and provided, further, concurrent with the submission of each such utilization report, Developer must also identify the efforts of outreach, inclusion, and workforce development engaged in by Developer concerning MBE/WBE contracting;

(l) Environmental. The Developer has provided DPD with copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property, other than those previously delivered to the City under Section 5.A13, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;

(m) Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form, dated the date the Developer submits the request for a Component Commencement Letter;

(n) Litigation. The Developer has provided to the Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer to complete the pending Infrastructure Component of the Project in accordance with this Agreement, 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;

(o) Leases. Except as already provided to the City in connection with a prior Infrastructure Component, the Developer has provided to the City copies of all executed operating leases, purchase or sale agreements and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments in a manner satisfactory to the City;

(p) Construction Contract. The Developer has submitted a copy of the Construction Contract, Early Work Agreement, Work Authorization, Guaranteed Maximum Price Amendment,

or other construction procurement document applicable to the pending Infrastructure Component pursuant to the requirements of Section 6.01 herein; and

(q) Non-Commencement of Construction. Construction of the Infrastructure Component has not yet commenced.

(r) Parking Facility Eligibility and Plan Consistency. With respect to the Parking Facility, DPD, in consultation with CDOT and with Corporation Counsel approval as to legal sufficiency, has made a written City determination confirming that: (i) the Parking Facility is located within the Redevelopment Area; (ii) the Parking Facility, as described in the Approved Plans and Specifications and Project Budget, is consistent with the Redevelopment Plan; (iii) the Parking Facility costs to be paid or reimbursed from City Funds are included within the Redevelopment Plan's "Public Works & Improvements, including streets and utilities, parks and open space, public facilities" cost category; (iv) sufficient budget authority remains available under the Redevelopment Plan for the Parking Facility costs to be paid or reimbursed from City Funds; and (v) based on plans, cost information, engineering documentation, and other supporting materials submitted by Developer and reviewed by the City, the Parking Facility costs to be paid or reimbursed from City Funds are reasonable and necessary for the Parking Facility as a City-owned public parking facility and redevelopment-area improvement, and are not incremental costs required solely for private vertical development, Stadium-specific improvements, or other private-use improvements.

5B.02 City Actions. Upon the City's satisfaction with the Developer's documents as set forth in Section 5B.01 above for each pending Infrastructure Component of the Project, City will issue a Component Commencement Letter to Developer in the form set forth in Exhibit I hereto. The City acknowledges that a Component Commencement Letter may be issued for less than the entirety of an Infrastructure Component and may authorize one or more Early Work Packages, with additional Component Commencement Letters to be issued for subsequent portions of the same Infrastructure Component.

SECTION 5C. CONDITIONS PRECEDENT TO REAL ESTATE CLOSING

Developer shall comply with the conditions set forth in this Section 5C (the "Real Estate Closing Conditions"), to the City's reasonable satisfaction, as a condition precedent to the Real Estate Closing (as defined in Section 5D herein), unless otherwise waived in writing by the City.

1. Completion of Construction of the Parking Facility. The Parking Facility shall be substantially completed (other than completion of minor punch list items) and the completed Parking Facility and Parking Parcel shall have been accepted by the City, as built in accordance with this Agreement, such acceptance not to be unreasonably withheld or delayed. Pursuant to Section 7.01(b) herein, negotiation, execution and recordation of the (1) Master Declaration (or applicable phased components thereof) and the (2) Parking O&M Agreement shall each be a condition precedent to the issuance of the Infrastructure Component Completion Certificate, as determined by the City.

2. Release of Lender Financing Lien. If there is Lender Financing from a Lender which encumbers the Parking Parcel, the liens or encumbrances of the Lenders required in connection with the Lender Financing shall be released from the Parking Parcel as of the Real Estate Closing Date (as defined in Section 5D).
3. Evidence of Clean Title. Developer shall have provided the City with a current title commitment showing no liens or encumbrances against the Parking Parcel except for the Permitted Exceptions, any liens or encumbrances of the Lenders required in connection with the Lender Financing to be released at the Real Estate Closing Date (or any TIF financing, if applicable, which shall remain in place) and exceptions resulting from acts of the City and its contractors, agents or representatives.
4. Survey. Developer has furnished the City with a copy of a final plat of Survey for the Property, the Parking Facility and the Parking Parcel, certified by a licensed surveyor to the City, showing all easements and encroachments and containing the legal description of the Property and the Parking Parcel.
5. Environmental. The Developer has provided DPD with copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property and the Parking Parcel, other than those previously delivered to the City under Section 5.A13, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.
6. Resolutions Authorizing Transaction. Developer has submitted to the Corporation Counsel resolutions authorizing Developer to complete the Real Estate Closing contemplated by this Agreement.
7. Economic Disclosure Statement and Corporation Documentation. Developer has provided to the Corporation Counsel an EDS in the City's then current form, dated as of the Real Estate Closing Date, pursuant to the terms set forth in Section 5A.14 herein. Upon request of the City, Developer has provided a copy of its articles of organization containing the certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement of Developer; and such other corporate documentation as the City has requested.
8. Litigation. Upon request by the City, the Developer has provided to the Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the Parking Parcel, 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, and that the City has approved, in its sole discretion, the Developer's insurance coverage and reserves.

9. Covenants and Representations. On the Real Estate Closing Date, each of the covenants and representations of Developer made in Section 8 of this Agreement shall be true and correct.
10. Transaction Documents. The parties shall have satisfied or caused to be satisfied all conditions to the Real Estate Closing under any Transaction Document to which such party is a signatory, performed in all material respects, all covenants, agreements and obligations of the parties that are required to be performed under the other Transaction Documents to which such party is a signatory as of the Real Estate Closing Date and executed such further documents and agreements as are reasonably necessary to give effect to the provisions of this Agreement.

If any of the Real Estate Closing Conditions are not satisfied on or before the scheduled date of the Real Estate Closing Date as provided in Section 5D below, either party may waive such condition and proceed to the Real Estate Closing as provided in Section 5D hereof or, at the option of either the Developer of the City, elect to postpone the date of the Real Estate Closing for thirty (30) days upon notice to the other party on or before the Real Estate Closing Date, specifying the Real Estate Closing Condition not yet satisfied. The parties shall use their commercially reasonable and diligent efforts to cause any such unsatisfied Real Estate Closing Condition to be satisfied within such thirty (30) day period.

SECTION 5D. REAL ESTATE CLOSING

5D.01. Time and Place. The conveyance of the Parking Parcel as contemplated herein shall take place at the offices of the Title Company, or such other place as the parties may mutually agree upon in writing on the Real Estate Closing Date (as used in this Agreement, references to the "Real Estate Closing Date" herein means the date on which ownership of the Parking Parcel is conveyed by the Developer to the City (the "Real Estate Closing")); provided, however, in no such event shall the Real Estate Closing occur unless all conditions precedent as set forth in Section 5C herein have been satisfied, unless the City, in its sole discretion, expressly waives such conditions in writing. At the Real Estate Closing, Developer and the City shall perform their respective obligations set forth in this Section 5D, the performance of which obligations shall be concurrent conditions.

5D.02. Developer's Obligations at the Real Estate Closing. At the Real Estate Closing, Developer shall:

- (1) Deliver possession of the Parking Parcel to the City;
- (2) Deliver any warranties required by Developer pursuant to Section 8.06;
- (3) Deliver a warranty deed in recordable form executed and acknowledged by Developer for the conveyance of the Parking Parcel to the City in accordance with the terms hereof, and subject only to the title exceptions as allowed by the City in its sole discretion;

- (4) If there is Lender Financing encumbering the Parking Parcel, cause the Lender to execute in recordable form and deliver a partial release of the lien of the Lender Financing, which shall specify how the dollar amount of the partial release is calculated, to be recorded such that title to the Parking Parcel will be free and clear of such Lender Financing as of the Real Estate Closing Date and any related liens or encumbrances;
- (5) Deliver to the City and the Title Company an executed certificate stating that Developer is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;
- (6) Deliver to the City a title policy insuring the City's fee title to the Parking Parcel;
- (7) Deliver such affidavits as may be customarily and reasonably required by the Title Company for the issuance of the title policy, executed by Developer; and
- (8) Deliver such additional documents as shall be reasonably required to consummate the Real Estate Closing as contemplated by this Agreement.

Section 5D.03. City's Obligations at the Real Estate Closing. At the Real Estate Closing, the City shall:

- (1) Deliver such affidavits as may be customarily and reasonably required by the Title Company for the issuance of the title policy, executed by the City; and
- (2) Deliver such additional documents as shall be reasonably required to consummate the Real Estate Closing as contemplated by this Agreement.

Section 5D.04. Closing Costs. The costs of the Real Estate Closing shall be allocated between the parties as follows:

- (a) Developer shall pay the fees of any counsel representing Developer in connection with the transactions pursuant to this Agreement. Developer shall pay the following costs and expenses: (i) the deed and money escrow fee which may be charged by the Title Company for the Real Estate Closing; (ii) any seller City, State and County transfer tax or similar tax which becomes payable by reason of the transfer of the Parking Parcel, if the transaction is not otherwise exempt; (iii) the costs for recording the deed and any other agreement that may need to be recorded at the Real Estate Closing; (iv) all costs associated with any Lender Financing; (v) the premium for the issuance of the title policy to the City, including any required endorsements thereto; and (vi) the survey costs and other expenses allocable to creating the legal components of the Project and the Parking Parcel, including the survey costs for creating the legal description of the Parking Parcel and any appurtenant easements to be created for Developer's benefit pursuant to this Agreement.

- (b) The City shall pay the following costs and expenses: any purchaser City transfer tax or similar tax which becomes payable by reason of the transfer by Developer to the City of the Parking Parcel, if the transaction is not otherwise exempt.
- (c) The Parties agree to claim all applicable exemptions to payment of the transfer tax or any similar tax which becomes payable by reason of the conveyance of the Parking Parcel to the City.
- (d) All other customary closing costs not specifically allocated pursuant to this Agreement shall be allocated in accordance with local custom.
- (e) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

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, and having an office located in, the City of Chicago. (i) For the TIF-Funded Infrastructure Components, 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 unless otherwise approved by DPD. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Infrastructure Components, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds (ii) 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 Infrastructure Components shall be provided to DPD within ten (10) 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 Approved 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 (excluding general conditions and requirements). 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 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 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. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof 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 one subcontractor to satisfy such obligation shall not result in a default 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) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Infrastructure Components shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Infrastructure Component Completion Certificate.

Upon completion of each Infrastructure Component in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer the applicable Infrastructure Component Completion Certificate set forth below in recordable form. No Infrastructure Component Completion Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations that pertain to the Infrastructure Component Completion Certificate being requested:

(a) General Conditions applicable to each Infrastructure Component Completion Certificate

- (i) The City's Monitoring and Compliance Unit has verified that, at the time the Infrastructure Component Completion Certificate is issued, the Developer is in full compliance as determined on a Project-wide basis, with City requirements set forth in Section 10.01, Section 10.03 (M/WBE) and Section 8.09 (Prevailing Wage) with respect

to construction of the Project.

(ii) Evidence acceptable to DPD that the Total Project Cost ("TPC") of the Infrastructure Component is equal to, or in excess of, the TPC for that item in Exhibit G-1. If the final overall cost is less than the TPC, the City funds will be reduced on a dollar-for-dollar basis.

(iii) The Developer has submitted to DPD adequate documentation of Project Costs incurred and paid by Developer for the Infrastructure Component equal to or exceeding the Guaranteed Maximum Price for the applicable Infrastructure Component.

(iv) There exists neither an Event of Default (after any applicable cure period) 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.

(v) Certification by CDOT or the corresponding public authority that the Infrastructure Component has been completed and built in accordance with Approved Plans and Specifications and the Planned Development.

(b) Specific Conditions Applicable to the Parking Facility Infrastructure Component Completion Certificate.

With respect to the Parking Facility, the following Transaction Documents, and any other supporting agreements as may be necessary to carry out and comply with the provisions of this Agreement, must be negotiated, executed, and recorded as applicable, in a form approved by the City as specified herein, prior to the issuance of the Infrastructure Component Completion Certificate, and shall be in full force and effect and not subject to any pending challenge, termination right, or uncured default:

(a). Master Declaration. A master condominium declaration, easement agreement, or comparable recorded instrument (the "Master Declaration") governing the Project, subject to City ordinances, the Illinois Condominium Property Act, and other state and local laws governing such documents. The Master Declaration, shall include, at a minimum and without limitation: (a) allocation of ownership interests and development parcels; (b) reciprocal easements for access, utilities, structural support, and related purposes; (c) allocation of maintenance, repair, and capital responsibilities for shared and structural elements together with related risk allocation (including responsibility for damage, failure, and replacement of such elements); (d) operating standards, use restrictions, and public access requirements for publicly owned improvements; and (e) City enforcement rights, including consent rights and step-in rights where necessary to protect the public interest. The Master Declaration shall run with the land and be binding on all successors and assigns, and shall be in form and substance acceptable to the City. The parties shall cooperate in good faith to negotiate and finalize the Master Declaration. The Master Declaration shall provide that the City's fee ownership, public-use rights, public access rights, public parking operations, public safety rights, maintenance access, revenue rights, enforcement rights, and step-in rights with respect to the Parking Parcel are senior and superior to the rights of Developer, the Team, the Stadium owner or

operator, Air Rights Parcel owners, Podium Building owners, tenants, lenders, operators, and other private parties, and no Air Rights Parcel, Podium Building, easement, lease, mortgage, operating agreement, or private covenant may impair the City's ownership, public use, public access, operation, maintenance, repair, safety, or revenue rights in the Parking Parcel.

(b). Parking O&M Agreement. An agreement for the use, operation, and maintenance of the Parking Parcel between the City and the Developer, either through Developer management or through a third-party manager (the Parking Operator, as previously defined herein). The Parking O&M Agreement shall be in form and substance acceptable to the City, with a Parking Operator acceptable to the City, and shall include, at a minimum: (a) City approval rights over operating budgets, capital expenditures above agreed thresholds, and pricing policies (including event pricing dynamic pricing parameters, and long-term or bulk parking arrangements); (b) performance standards relating to maintenance, safety, accessibility, hours of operation, and public access, together with appropriate risk allocation; (c) reporting requirements and audit rights in favor of the City; (d) City step-in rights to assume operations upon operator default, failure to meet performance standards, or emergency conditions; and (e) termination rights in favor of the City, including termination for cause and termination for convenience upon 180 day notice.

The Parking O&M Agreement shall provide that the Parking Parcel will be operated as a public parking and public access facility available to the general public on nondiscriminatory terms, subject only to temporary closures or restrictions approved by the City for public safety, maintenance, emergency, construction, or event-management purposes. The City shall retain ultimate approval rights over rates, hours, public access policies, event-use policies, advertising and signage approvals, capital budgets, operating standards, audit rights, public reporting, and operator replacement. No Parking Operator, Developer, Team, Stadium owner or operator, Air Rights Parcel owner, or Podium Building owner shall have any right to Parking Parcel revenues except as expressly approved by the City under a written agreement.

The term of the Parking O&M Agreement will be co-extensive with the City's ownership of, or economic interest in, the Parking Parcel. Any future transfer or disposition by the Developer of its rights with respect to the Parking Parcel shall not, in and of itself, terminate the Parking O&M Agreement; provided, however, that the City shall have the right, in its sole discretion, to terminate the Parking O&M Agreement upon such transfer or disposition. The Parking O&M Agreement shall be subject to the prior written approval of the City, in its sole discretion, and shall comply with all applicable Laws.

The Parking Operator will control and will be solely responsible for all day-to-day operations and all expenses for the use, maintenance, repair and replacement, operation and management of the Parking Parcel ("Operating Expenses"), but specifically excluding expenses incurred in connection with the Shared Structure and System Components and other shared expenses to be governed by the Master Declaration. All Operating Expenses, including all fees and expenses owed to the Parking Operator, shall be paid out of the gross revenue from the Parking Parcel, and the Parking O&M Agreement will provide that

any expenses that exceed revenue are the Parking Operator's sole responsibility.

(c). Other Transaction Documents: the DEMA, the Third-Party Parking Operator Agreement (if applicable), and the Team Agreements.

(d). Any other Supporting Document or Agreement as may be necessary to carry out and comply with the provisions of this Agreement: as determined by the City in its sole discretion.

(c) Timeline for Infrastructure Component Completion Certificate.

DPD shall make best efforts to respond to the Developer's written request for an Infrastructure Component Completion Certificate within forty-five (45) days by issuing either the requested Infrastructure Component Completion Certificate or a written statement detailing the ways in which the Infrastructure Component does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer in order to obtain the Infrastructure Component Completion Certificate. The Developer may resubmit a written request for an Infrastructure Component Completion Certificate upon its completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. Those covenants specifically described at Sections 8.02 (Covenant to Redevelop), 8.19 (Real Estate Provisions), and 8.21 (Annual Compliance Report) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of an Infrastructure Component Completion Certificate; provided, that upon the issuance of an Infrastructure Component Completion 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 an Infrastructure Component Completion Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of the City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Infrastructure Components in accordance with the Approved Plans and Specifications that are public improvements and to pay for the costs of TIF-Funded Infrastructure Components (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Infrastructure Components 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 Infrastructure Components in excess of the available City Funds.

(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 following the expiration of the Cure Period.

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.

7.05 Sole Discretion of the City. The issuance of the Infrastructure Component Completion Certificate shall be in the sole and absolute discretion of the City. The City shall have no obligation to issue the Infrastructure Component Completion Certificate unless all conditions described in this Agreement have been satisfied to the satisfaction of the City. Failure to satisfy such conditions shall result in delay or denial of the Infrastructure Component Completion Certificate and any related reimbursement.

7.06 Stadium Construction Delay or Suspension. The parties acknowledge that the anticipated level and continuity of Stadium use is a material factor in the City's determination to fund and own the Parking Facility and Parking Parcel, respectively. If construction of the Stadium is materially delayed, suspended, or abandoned before completion of the Parking Facility, the parties shall consult in good faith regarding whether such circumstances materially affect the approved scope, ownership, public use, public-access terms, operation, or cost allocation for the Parking Facility. The mere delay, suspension, or abandonment of Stadium construction shall not, by itself, render previously approved Parking Facility costs ineligible for payment from City Funds. However, nothing in this Agreement shall require the City to disburse City Funds for costs that are not included in the approved eligible-cost schedule, are not properly documented in accordance with this Agreement, are attributable to Stadium-specific or private-use improvements, or cannot lawfully be paid from City Funds because of a material change in the approved scope, ownership, public use, public-access terms, operation, or cost allocation for the Parking Facility.

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, including the disbursement of City Funds. Developer represents, warrants and covenants that as of the date of this Agreement, and as of the date of each disbursement of City Funds hereunder, and throughout the Compliance Period:

(a) Developer is a Delaware limited liability company duly organized, validly existing, registered to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents (including its limited liability company 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 has acquired and shall maintain (until conveyance of the Parking Parcel to the City as provided herein) 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 hereof), including holding sufficient title and interest to the Property to be able to enter into this Agreement and bind the Property to the obligations herein;

(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, or, to Developer's knowledge, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has, or will acquire as necessary, 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 which would materially adversely affect its ability to comply with its obligations under this Agreement;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) 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 unless authorized by an ordinance duly adopted by the City Council; (2) subject to Section 18.14 hereof, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business unless authorized by an ordinance duly adopted by the City Council; (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 in connection with lender financing, tax credit equity

investment, or other financing for the Project or the Podium Buildings), or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided that any transfer, including any transfer to an affiliate, to which the City may consent shall not relieve the Developer of its obligations under this Agreement unless expressly approved by the City and such approval may be conditioned on receiving a guaranty from the Developer, a creditworthy affiliate, or an approved third-party, in form acceptable to the City.

(k) Developer has not incurred, and shall not, without the prior written consent of the DPD Commissioner, allow the existence of any liens against the Project which are not promptly discharged or which are being legally contested other than the Permitted Liens or Non-Governmental Charges; or incur any indebtedness, secured or to be secured by the Project or any fixtures now or hereafter attached thereto, except Lender Financing;

(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 78 Project Account of the Roosevelt/Clark 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 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 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;

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Approved 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 Approved 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 for the Term of the Agreement, but shall be deemed satisfied upon issuance by the City of the Infrastructure Component Completion 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, as in effect on the date hereof. With respect to the Parking Facility, Developer further represents, warrants, and covenants that the Parking Facility shall be designed, constructed, conveyed, operated, maintained, and used in a manner consistent with the Redevelopment Plan, the public-use requirements of this Agreement, and the limitation that City Funds may be used only for eligible Redevelopment Project Costs.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for or reimburse Developer for its payment of the TIF-Funded Infrastructure Components as provided in this Agreement. Developer shall not use, request, accept, claim, retain, or permit the use of City Funds for costs allocable solely to private, Stadium, Team, Podium Building, Air Rights Parcel, or other non-public improvements. Developer shall not request, accept, claim, or retain reimbursement for the same cost under this Agreement, The 78 Redevelopment Agreement, any other redevelopment agreement, any special service area, any grant, any insurance recovery, any Team payment, any tenant contribution, any operator contribution, or any other public or private source. Any duplicate reimbursement shall be repaid to the City or credited against City Funds, at the City's election.

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 Infrastructure Components (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written

descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Warranty. Developer shall cause warranties for the River Wall Improvements and Parking Parcel to be provided in durations customary for comparable public infrastructure projects, as reasonably determined by City and in no event less than two (2) years for general work and longer periods as applicable for structural components. In addition to such warranties, Developer shall remain responsible for latent defects, fraud, or willful misconduct, which obligations shall survive expiration of the applicable warranty period.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when an Infrastructure Component 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, the manner in which Developer shall correct any shortfall.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. 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 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 the TIF-Funded Infrastructure Components. 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. Notwithstanding the foregoing, the City hereby acknowledges that it has approved an Affiliate of the Developer, LR Contracting Company, which may act as the General Contractor.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the TIF Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2020 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.

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

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws.

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, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed copy of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions. The covenants set forth in this Section 8.19 shall run with the land and be binding upon any transferee for the Term of the Agreement.

(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, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (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,

(a) 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

(b) 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; provided, however, that Developer also advised DPD that it has determined, in its own discretion, it will not challenge or contest the applicable Governmental Charge in the manner, if any, provided by Law. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes. 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. For the avoidance of doubt, the

prohibition set forth in this section shall not apply to the State of Illinois Affordable Housing Special Assessment Program (AHSAP) that is administered by Cook County for the Residential Property.

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Within 30 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 that there has been a change in use and ownership of the Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(e) Assessed Value of the Podium Buildings. Developer shall provide the City with notice of any appeal filed of the assessed value of the Podium Buildings as determined by the Cook County Assessor.

8.20 Jobs Covenant. The Developer will aspire to create not less than five full-time equivalent permanent jobs (the "Permanent Jobs"), and during the construction of the Project approximately [] construction jobs on the job-site (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project, and the following information for each employee :

- Employee status as full-time or part-time
- ZIP code for their primary residency
- Total employment tenure in months
- Wages above or below the "Living Wage" rate as defined for that year

to DPD as a part of the Developer's submission of the Annual Compliance Report.

Throughout the Term of the Agreement, Developer shall submit certified employment reports disclosing the number of Jobs at the Podium Buildings and, for each employee, the employee status as full-time or part-time.

8.21 Annual Compliance Report. Beginning with the issuance of the Infrastructure Component Completion Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 60 days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof. The covenants set forth in this Section 8.21 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.22 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant 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.

8.23 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City Developer has complied with the Chicago Sustainable Development Policy for the Project within 1 year after the date of the Infrastructure Component Completion Certificate. If a default occurs under this Section 8.23, the City shall have the right to reduce the City Funds by \$250,000 as described in Section 15.02.

8.24 Intentionally Omitted.

8.25. 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. 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.

8.26 Intentionally Omitted.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of an Infrastructure Component Completion Certificate) shall be in effect throughout the Term of the Agreement.

8.28 Increment and Rate of Return Reporting. As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report the Project's stated rate of return, if any, identified by the Developer to the City, which 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" 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 DPD 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 DPD 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 G-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 30 percent by MBEs.
- (2) At least 10 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) 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 the City Grant 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 change based on 2FM review]

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, Approved Plans and Specifications and all amendments thereto, the Bond Ordinance 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 or the Project.

SECTION 12. INSURANCE

[This section is subject to change based on Risk Management review]

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. Upon execution and delivery of this Agreement.**1) Workers' Compensation and Employer's Liability**

As applicable, 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.

2) 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.

City must be provided additional insured status with respect to liability caused, in whole or in part, by Developer's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 04 13 and CG 2037 04 13 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by Developer's acts or omissions, whether such liability is attributable to the Contactor or to City. The full policy limits and scope of protection also will apply to City as an additional insured, even if they exceed 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 City to the extent of Developer's indemnification obligations herein.

3) Automobile Liability

If applicable, 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 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. City is to be added as an additional insured on a primary, non-contributory basis to the extent of Developer's indemnification obligations herein.

4) Blanket Crime

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 of Public Parking Facility. Before the commencement of the construction of any portion of the Project unless otherwise stated herein, until final completion, Developer or its Contractor 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:

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$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.

2) 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 five (5) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), 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 Insured 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 Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

City must be provided additional insured status with respect to liability caused, in whole or in part, by Insured's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 04 13 and CG 2037 04 13 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by of any Insured's acts or omissions, whether such liability is attributable to the Insured or to City. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

3) 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 \$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. 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.

4) Umbrella or Excess Liability

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$50,000,000 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 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.

5) Professional Liability

With respect to any consultants, engineers or architects retained by Developer, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$25,000,000 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 the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

6) Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of Developer, Developer must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$25,000,000 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, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. If written on a claims made basis, 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 five (5) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of City. 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 Developer or to City on an additional insured endorsement form acceptable to City. City is to be named as an additional insured on a primary, non-contributory basis. Developer and any Subcontractor(s) 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.

Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

7) Builders Risk (Course of Construction)

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. City of Chicago is to be named as an additional insured and loss payee.

8) 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 Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

9) Marine Protection & Indemnity

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. City of Chicago is to be named as an additional insured.

10) Cyber Liability

If any personal identifiable information, personal identifiable credit information, or protected health information is collected, processed, stored or maintained by Developer, City's network, computers, systems or data, including data hosted by third party, is accessed by Developer, or Project includes technology, operational technology, building automation, security systems, or network-connected infrastructure, Cyber Liability must be maintained with limits of not less than \$10,000,000 for cyber incident, and coverage must include the following:

- Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Developer or any subcontractor or cloud service provider used by Developer;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and/or services provided by or created by Developer, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Developer;
- PCI fines, fees, penalties, and assessments;
- Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Developer must provide a copy of the declarations page confirming the details of the cyber insurance policy. Developer will be responsible for all deductibles, self-insured retentions or waiting period requirements. Developer shall provide any coverage sublimits under the policy. In the event Developer maintains broader coverage and/or higher limits than the minimums shown above, City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-

renewed at any time during and up until the completion of the project or services, Developer shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

11) Blanket Crime

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.

12) Property

Developer is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement. Developer is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Developer.

C. Post Construction. Operation and Maintenance of Public Parking. After the final completion of the Project and during the Term of Parking Operation and Maintenance Agreement, Developer or its Contractor shall procure and maintain, or cause its architects, contractors, subcontractors, project managers, and a third party parking operator to procure and maintain, the following types and amounts of insurance:

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$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.

2) 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 five (5) 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 Insured 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 Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

City must be provided additional insured status with respect to liability arising out of Insured's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 04 13 and CG 2037 04 13 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits arising out of any Insured's acts or omissions, whether such liability is attributable to the Insured or to City. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

3) 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 \$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. City is to be added as an additional insured on a primary, non-contributory basis.

4) Umbrella or Excess Liability

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$25,000,000 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 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.

5) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$10,000,000 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 the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

6) Cyber Liability

Cyber Liability must be maintained with limits of not less than \$10,000,000 for cyber incident, and coverage must include the following:

- Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Developer or any subcontractor or cloud service provider used by Developer;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and/or services provided by or created by Developer, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Developer;
- PCI fines, fees, penalties, and assessments;
- Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Developer must provide a copy of the declarations page confirming the details of the cyber insurance policy. Developer will be responsible for all deductibles, self-insured retentions or waiting period requirements. Developer shall provide any coverage sublimits under the policy. In the event Developer maintains broader coverage and/or higher limits than the minimums shown above, City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy

is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Developer shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

7) Garage Liability

Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate/accident for Garage Operations – Covered Autos, Garage Operations - Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$1,000,000 on a Primary basis for Comprehensive and Collision coverages.

City must be provided with an additional insured status with respect to liability arising out of Developer's work, services or operations performed on behalf of City. 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 Developer or to City on an additional insured endorsement form acceptable to City. 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 City.

Developer may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. Developer is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Developer.

8) Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of Developer, Developer must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$10,000,000 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, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. 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 five (5) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of City. 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 Developer or to City on an additional insured endorsement form acceptable to City. City is to be named as an additional insured on a primary, non-contributory basis. Developer and any Subcontractor(s) 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 shall also apply to City as an additional insured, even if they exceed City's minimum limits required herein. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

9) Builders Risk (Course of Construction)

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. City of Chicago is to be named as an additional insured and loss payee.

10) Installation Floater

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. City of Chicago is to be named as an additional insured and loss payee.

11) 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 Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy must have limits of not less than the requirement of the operating railroad 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

12) Marine Protection & Indemnity

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. City of Chicago is to be named as an additional insured.

13) Blanket Crime

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.

14) 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. City is to be named as an additional insured and loss payee/mortgagee if applicable.

D. Additional Requirements

Evidence of Insurance. Developer must furnish City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, 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. Developer must submit evidence of the coverages required in Section 12A upon execution of Agreement. The receipt of any COI does not constitute agreement by City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of City to obtain, nor 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 City of any of the required insurance provisions. City in no way warrants that the insurance required herein is sufficient to protect Developer for liabilities which may arise from or relate to the Agreement. City reserves the right to obtain complete, certified copies of any required

redacted insurance policies at any time.

Failure to Maintain Insurance. Failure of 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 the Agreement, and City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Developer must provide for thirty (30) days prior written notice to be given to 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, Excess 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 City under all required insurance herein for any loss arising from or relating to this Agreement. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether City receives a waiver of subrogation endorsement for Developer's insurer(s).

Developers Insurance Primary and Noncontributory. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VII, unless otherwise approved by City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

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, 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 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, Developer will be responsible for the acquisition and cost.

Insurance required of Developer, Contractor and Subcontractors. Developer shall name the Subcontractor(s) as a named insured(s) under Developer's insurance or Developer will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Developer must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Developer, but these limits must be adequate to cover all potential liabilities. Should Developer accept coverage limits from Subcontractor(s) less than those outlined in Section A, Developer shall be responsible for any gap in the required coverage limits in the event of a loss. Developer shall determine if Subcontractor(s) must also provide any additional coverages. Developer is responsible for ensuring that each Subcontractor has named City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to City. Developer is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by City, Developer must provide to City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. City reserves the right to obtain complete, certified copies of any required redacted insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements upon thirty (30) days' prior written notice to Developer.

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 "Indemnities") 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 Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities in any manner relating or arising out of or in connection with the Project:

(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 Infrastructure Components 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 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, 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, or any other Transaction Document;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under (i) The 78 Redevelopment Agreement and (ii) any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the death of any individual 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) prior to the end of the Term of the Agreement, without the prior written consent of the City, a majority of the ownership interests of Developer are sold or transferred without the prior written consent of the City or any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's 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 or as otherwise expressly permitted by this Agreement;

(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 an Infrastructure Component Completion Certificates prior to the 5th anniversary of the Closing Date.

(n) failure to provide the City with an Annual Compliance Report within thirty (30) days of when it is due, as set forth in Section 8.21.

(o) if the Parking Facility, Parking Parcel, Open Space, Vertical Access Elements, public easements, or related public improvements are used, operated, transferred, encumbered, restricted, modified, or allowed to exist in a manner that materially impairs public access, public parking operations, public use, City ownership or control, TIF eligibility, or consistency with the Redevelopment Plan.

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 issued and outstanding shares of stock or 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, place a lien on the Project in the amount of City Funds paid, 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, injunctive relief or the specific performance of the agreements contained in this Agreement.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23, Sustainable Development Policy, the City shall have the right to seek reimbursement of \$250,000 of City Funds by reducing one or more annual payments or requiring the Developer to return City Funds. If the City reduces the City Funds paid as described in the preceding sentence, the City shall have no other remedy for the Developer's failure to comply with Section 8.23.

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 8.21.

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 no cure period shall apply to Developer's failure to comply with Section 8.21.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of this Agreement with respect to the Property or any portion 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 herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section

18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of an Infrastructure Component Completion 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 DPD Commissioner.

SECTION 17. NOTICE

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

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Roosevelt/Clark Partners, LLC 350 W. Hubbard St. Suite 300 Chicago, IL 60654 Attention: Curt Bailey
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, IL 60606 Attention: Katie C. Jahnke Dale

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following

deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than ten percent (10%) 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.

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. This Agreement is a standalone redevelopment agreement governing only the Parking Facility and the River Wall Improvements. It does not amend, and shall not be amended by, any other redevelopment agreement for the Roosevelt/Clark Redevelopment Project Area, including the Amended and Restated Redevelopment Agreement governing other public infrastructure components. No covenant, representation, or obligation of the Developer under this Agreement shall be construed to affect the tax-exempt status of any obligation issued by the City under any other redevelopment agreement, and no City Note or other tax-exempt obligation issued under any other redevelopment agreement shall be deemed to finance, directly or indirectly, any cost of the Parking Facility or the River Wall Improvements governed hereby.

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, if any, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the DPD Commissioner, or any matter is to be to the City's, DPD's or the DPD 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 DPD Commissioner in writing, in the reasonable discretion thereof. The DPD 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 this Agreement in whole or in part unless authorized by an ordinance duly adopted by the City Council. 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 8.27 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.21. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

18.22. Signage and Sponsorship. Subject to ambush marketing protections in favor of the Team and the potential revenue sharing contemplated by Recital E.2, the City shall control all signage, sponsorships, and naming rights associated with publicly owned improvements, including the Parking Parcel and public rights-of-way. The Developer shall control all signage and sponsorships within privately owned improvements. The Parties shall cooperate in good faith to coordinate signage and promotional opportunities across the broader development, including any shared or integrated advertising or sponsorship initiatives. All signage, including exterior signage with privately owned improvements, and promotional activities shall comply with applicable laws and City policies and shall not interfere with public safety, access, visibility, or the operation of the Parking Parcel.

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.

ROOSEVELT/CLARK PARTNERS, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

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 Roosevelt/Clark Partners, LLC, a Delaware 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 _____, 20__.

Notary Public

My Commission Expires _____

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.

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 _____, 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 the 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 _____, 20__.

Notary Public

My Commission Expires _____

7/15/2026

REPORTS OF COMMITTEES

46227

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.

CITY OF CHICAGO

By: _____
Commissioner of Transportation

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 Transportation (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 the 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 _____, 20__.

Notary Public

My Commission Expires _____

PARCEL 1:

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 93.27 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION

21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID 33.0 FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42 FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY

DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS:

(EXCEPTION PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3 ON THE WEST LINE OF CLARK STREET, MEASURED NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT

ON THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 5 DEGREES 36 MINUTES WITH THE LAST DESCRIBED LINE A DISTANCE OF 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY A POINT ON THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES A DISTANCE OF 262.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1:

(EXCEPTION PARCEL 2)

THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION OF THE EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET; THENCE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE AND 32.4 FEET DISTANT SOUTHWESTERLY PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE SOUTHEASTERLY ON A CURVED LINE AT RIGHT ANGLES THEREFROM 136.9 FEET; 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1:

(EXCEPTION PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION OF THE EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE SOUTHEASTERLY WITH A RADIUS OF 407.8 FEET A DISTANCE OF 30 FEET; THENCE SOUTH 89 DEGREES AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT; THENCE SOUTH 30 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 35, A DISTANCE OF 227.6 FEET TO THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, AT THE POINT OF INTERSECTION OF SAID LINE WITH THE EASTERLY BOUNDARY LINE OF THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE TO THE SOUTHWEST, WITH A RADIUS OF 1,910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET, THENCE NORTHWESTWARDLY ALONG SAID ARC, A DISTANCE OF 96.07 FEET TO A POINT WHICH IS 57.28 FEET, NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND 739.73 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE 34 MINUTES 54 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE TO A POINT WHICH IS 280.80 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AND 787.91 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST WITH A RADIUS OF 1,910.08 FEET, A DISTANCE OF 180.16 FEET TO A POINT WHICH IS 100.90 FEET SAID SOUTH LINE OF WEST TAYLOR STREET AND 796.52 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTH 00 DEGREES, 11 MINUTES 05 SECONDS ALONG A STRAIGHT LINE, SAID DISTANCE OF 100.90 FEET TO SAID SOUTH LINE OF WEST TAYLOR STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 299.47 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 05 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 837.84 FEET TO A POINT WHICH IS 9.96 FEET NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 42.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCELS 1 AND 2

STADIUM PARCEL:

THAT PART OF SUNDRY LOTS, BLOCKS AND ALL STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND

ABANDONED) THAT PART OF SUNDRY LOTS AND BLOCKS IN THE EAST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, (VACATED OCTOBER 30, 1860) AND TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF S. WELLS STREET WITH THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21), SAID POINT BEING 201.13 FEET EAST OF THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST ALONG SAID EAST LINE OF S. WELLS STREET 305.76 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 234.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 534.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 52.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 27.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 666.39 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 10 SECONDS WEST 559.57 FEET TO SAID EAST LINE OF S. WELLS STREET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST ALONG SAID EAST LINE 720.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 402,232 SQUARE FEET OR 9.234 ACRES, MORE OR LESS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY MEMORANDUM OF DECLARATION OF EASEMENT DATED NOVEMBER 24, 1999, AND RECORDED DECEMBER 2, 1999 AS DOCUMENT NUMBER 09127751, MODIFIED BY FIRST AMENDMENT TO DECLARATION OF EASEMENT DATED FEBRUARY 28, 2001 AND RECORDED MARCH 14, 2001 AS DOCUMENT NUMBER 0010200264, AND RERECORDED MARCH 21, 2001 AS DOCUMENT NUMBER 0010224736, AS FOLLOWS:

THE EAST 35 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, AT THE POINT OF INTERSECTION OF SAID LINE WITH THE EASTERLY BOUNDARY LINE OF THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET,

AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE TO THE SOUTHWEST, WITH A RADIUS OF 1,910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET, THENCE NORTHWESTWARDLY ALONG SAID ARC, A DISTANCE OF 96.07 FEET TO A POINT WHICH IS 57.28 FEET, NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND 739.73 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE 34 MINUTES 54 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE TO A POINT WHICH IS 280.80 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AND 787.91 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST WITH A RADIUS OF 1,910.08 FEET, A DISTANCE OF 180.16 FEET TO A POINT WHICH IS 100.90 FEET SAID SOUTH LINE OF WEST TAYLOR STREET AND 796.52 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTH 00 DEGREES, 11 MINUTES 05 SECONDS ALONG A STRAIGHT LINE, SAID DISTANCE OF 100.90 FEET TO SAID SOUTH LINE OF WEST TAYLOR STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 299.47 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 05 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 837.84 FEET TO A POINT WHICH IS 9.96 FEET NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 42.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE, IRREVOCABLE, TEMPORARY EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 20, 2001 AND RECORDED APRIL 17, 2001 AS DOCUMENT 0010311632 FOR THE PURPOSE OF STAGING CONSTRUCTION OF THE WELLS STREET EXTENSION OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND 10 FEET WIDE, RUNNING THE FULL LENGTH, NORTH TO SOUTH, OF THE FOLLOWING DESCRIBED PROPERTY AND ADJOINING THE WESTERN BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND COMPRISED OF A PART OF BLOCKS 105 AND 106 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO A PART OF LO STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SAID SCHOOL SECTION ADDITION TO CHICAGO, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 105 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF W. TAYLOR STREET) SAID POINT BEING 5.00 FEET ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE

SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 104 IN SAID SCHOOL SECTION ADDITION (SAID WEST LINE BEING ALSO THE EAST LINE OF S. WELLS STREET) AND RUNNING THENCE WESTWARDLY ALONG SAID NORTH LINE OF BLOCK 105 TO A POINT, A DISTANCE OF 65.0 FEET TO THE POINT OF BEGINNING, OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF BLOCK 104, A DISTANCE OF 100.90 FEET; THENCE SOUTHWARDLY ALONG A CURVED LINE TANGENTIAL TO THE LAST DESCRIBED COURSE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1910.08 FEET, AN ARC DISTANCE OF 180.16 FEET TO THE POINT OF TANGENCY, SAID POINT BEING 280.98 FEET SOUTH FROM SAID SOUTH LINE OF TAYLOR STREET, MEASURED PARALLEL WITH THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED, WEST OF THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 508.47 FEET TO A POINT OF CURVE, SAID POINT BEING 57.28 FEET NORTH FROM THE NORTH LINE OF WEST ROOSEVELT ROAD AS NOW WIDENED, MEASURED PARALLEL TO THE WEST LINE OF CLARK STREET AS NOW ESTABLISHED, WEST FROM THE WEST LINE OF CLARK STREET, AS NOW ESTABLISHED, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD; THENCE SOUTHWARDLY ALONG A CURVED LINE TANGENTIAL TO THE LAST DESCRIBED COURSE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1910.08 FEET, A DISTANCE OF 57.64 FEET TO A POINT ON THE NORTH LINE OF WEST ROOSEVELT ROAD, AS NOW WIDENED, SAID POINT BEING 733.41 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED, AS MEASURED ALONG THE NORTH LINE OF WEST ROOSEVELT ROAD AS NOW WIDENED; THENCE WESTWARDLY ALONG THE NORTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, A DISTANCE OF 67.59 FEET TO AN INTERSECTION WITH A LINE WHICH IS 65.00 FEET WESTERLY OF AND PARALLEL WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 104 IN SAID SCHOOL SECTION ADDITION; THENCE NORTHWARDLY ALONG SAID PARALLEL LINE A DISTANCE OF 843.83 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 105; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

AND;

A PARCEL WITHIN THE SOUTHERLY EXTENDED EAST AND WEST LINES OF CACCIATORE WELLS STREET PARCEL FROM THE NORTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, TO THE NORTHERLY LINE OF THE VENTURE PROPERTY.

PARCEL 5:

AN UNDIVIDED 1/2 INTEREST IN THAT PART OF VACATED WEST 16TH STREET IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 1 IN BLOCK 4 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF LOT 1 BEING THE SOUTH LINE OF VACATED 16TH STREET

FOR A DISTANCE OF 110.70 FEET TO THE CENTER LINE OF VACATED SOUTH LASALLE STREET; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION THEREOF 33.0 FEET TO THE SOUTH LINE OF EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED 110.70 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE LAST DESCRIBED LINE 33.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address and PINs:

(Sub)Exhibit "C".
(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

TIF-Funded Infrastructure Components.

Infrastructure Component	Guaranteed Maximum Price	% TIF Eligible	TIF Eligible Cost
Parking Facility	\$216,415,727	100%	\$210,873,664
River Wall Improvements	\$ 33,748,041	100%	\$ 32,883,808
Total Estimated Construction Costs*	\$250,163,768	100%	\$250,163,768

(Sub)Exhibit "D".
(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

Scope Drawings/Approved Plans And Specifications.

(Not Attached For Introduction To City Council Or Recording)

(Sub)Exhibit "E".
(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

O&M Term Sheet For Parking O&M Agreement.

(Not Attached For Introduction To City Council)

* 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 \$243,757,472 or 100% of the Project Budget.

(Sub)Exhibit "F".

(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

Intentionally Omitted.

(Sub)Exhibit "G-1".

(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

Project Budget.

Infrastructure Component	Infrastructure Item Budget
Parking Parcel	\$216,415,727
River Wall Improvements	\$ 33,748,041
Total TIF Eligible Budget:	\$250,163,768

The Project Budget shall be revised before the Closing Date to reflect Podium Building Support Costs, which are not eligible to be reimbursed from City Funds.

(Sub)Exhibit "G-2".

(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

MBE/WBE Budget.

Parking Garage RDA M/WBE Budget			
	Public Access Infrastructure	River Wall	Total
Eligible M/WBE Costs	\$168,624,744	\$25,712,549	\$194,337,293
MBE 30%	\$ 50,587,423	\$ 7,713,765	\$ 58,301,188
WBE 10%	\$ 16,862,474	\$ 2,571,255	\$ 19,433,729
Total M/WBE Budget	\$ 67,449,897	\$10,285,020	\$ 77,734,917

(Sub)Exhibit "H".

(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

Prior Expenditures.

(Not Attached For Introduction To City Council)

(Sub)Exhibit "I".

(To Redevelopment Agreement With Roosevelt/Clark Partners LLC)

Form Of Component Commencement Letter.

[prepare on DPD letterhead]

[date]

[Roosevelt/Clark Partners LLC]

Re: Approval to Commence Construction of [] Infrastructure Component at [], under the terms and conditions of the Redevelopment Agreement between the City of Chicago and Roosevelt/Clark Partners LLC

Ladies and Gentlemen:

Pursuant to the Redevelopment Agreement ("Agreement") dated _____, 2026 by and between The City of Chicago ("City") and Roosevelt/Clark Partners LLC (the "Developer"), the Developer has requested that the City approve the Developer's commencement of the [] Infrastructure Component of the Project (as defined in the Agreement). In support thereof, Developer has submitted a number of documents to the Department of Planning and Development ("DPD").

DPD has reviewed the following documents and information supplied to it by the Developer (all section references and capitalized terms below are set forth in or defined in the Agreement):

- (a) a Project Budget for the Project in accordance with the provisions of Section 3.03;

(b) the Scope Drawings and Plans and Specifications for the Project in accordance with the provisions of Section 3.02;

(c) evidence of the existence of all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation for the Project;

(d) evidence that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 sufficient to complete the Project and satisfy its obligations under the Agreement;

(e) a copy of the Title Policy for the Property satisfying the requirements described in Section 5B.01(e);

(f) searches as described under Section 5A.03, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(g) the Survey of the Property satisfying the requirements described in Section 5B.01(g);

(h) certificates of insurance evidencing that the Developer, at its own expense, has insured the Property in accordance with Section 12;

(i) an opinion of the Developer's counsel, in form and substance acceptable to Corporation Counsel;

(j) evidence of Prior Expenditures, if any, pertaining to the Infrastructure Component in accordance with the provisions of Section 4.05(a);

(k) documentation with respect to current employment matters on the prior and pending Component of the Project, the MBE/WBE utilization plan for the pending Infrastructure Component, and a progress report containing all current information, if any, requested under Section 8.07;

(l) copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;

(m) copies of the Developer's Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form;

(n) a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer complete the pending Infrastructure Component of the Project in accordance with the Agreement, 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;

(o) except as already provided to the City in connection with a prior Infrastructure Component, copies of all executed operating leases, purchase or sale agreements and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments;

(p) a copy of the Construction Contract for the pending Infrastructure Component of the Project pursuant to the requirements of Section 6.01;

(q) evidence that construction on the pending Infrastructure Component has not yet commenced; and

(r) with respect to the Parking Facility, DPD, in consultation with CDOT and with Corporation Counsel approval as to legal sufficiency, has made a written City determination confirming that: (i) the Parking Facility is located within the Redevelopment Area; (ii) the Parking Facility, as described in the Approved Plans and Specifications and Project Budget, is consistent with the Redevelopment Plan; (iii) the Parking Facility costs to be paid or reimbursed from City Funds are included within the Redevelopment Plan's "Public Works & Improvements, including streets and utilities, parks and open space, public facilities" cost category; (iv) sufficient budget authority remains available under the Redevelopment Plan for the Parking Facility costs to be paid or reimbursed from City Funds; and (v) based on plans, cost information, engineering documentation, and other supporting materials submitted by Developer and reviewed by the City, the Parking Facility costs to be paid or reimbursed from City Funds are reasonable and necessary for the Parking Facility as a City-owned public parking facility and redevelopment-area improvement, and are not incremental costs required solely for private vertical development, Stadium-specific improvements, or other private-use improvements.

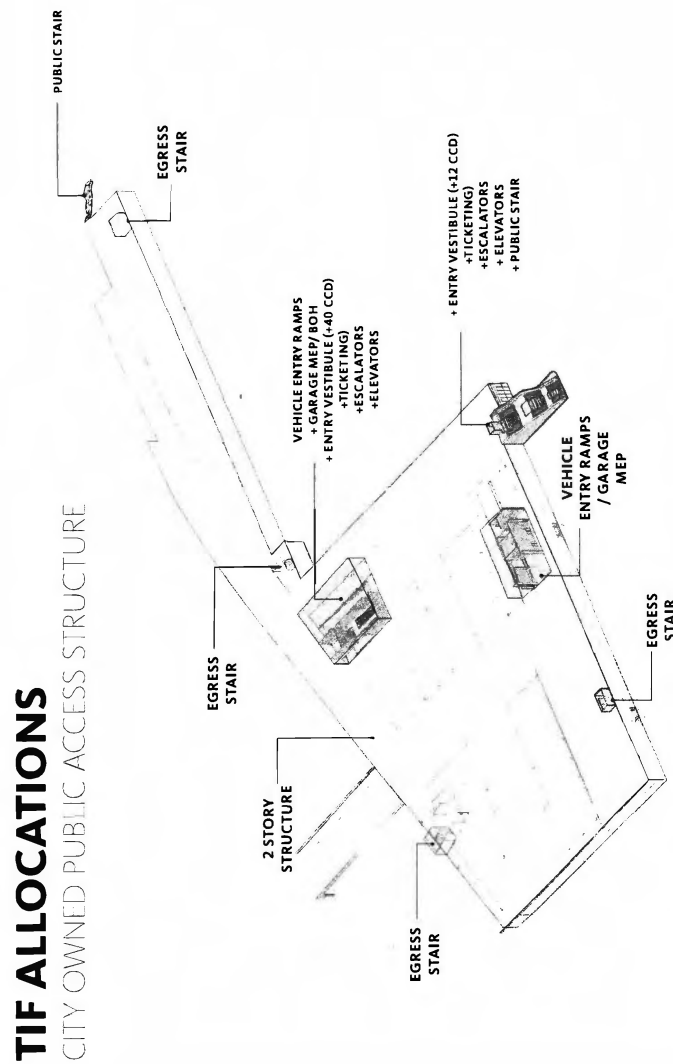
Having reviewed all of the above documents and information and found them sufficient, I declare that the City is satisfied that the Developer may proceed with the commencement of construction on the [] Infrastructure Component of the Project.

City of Chicago

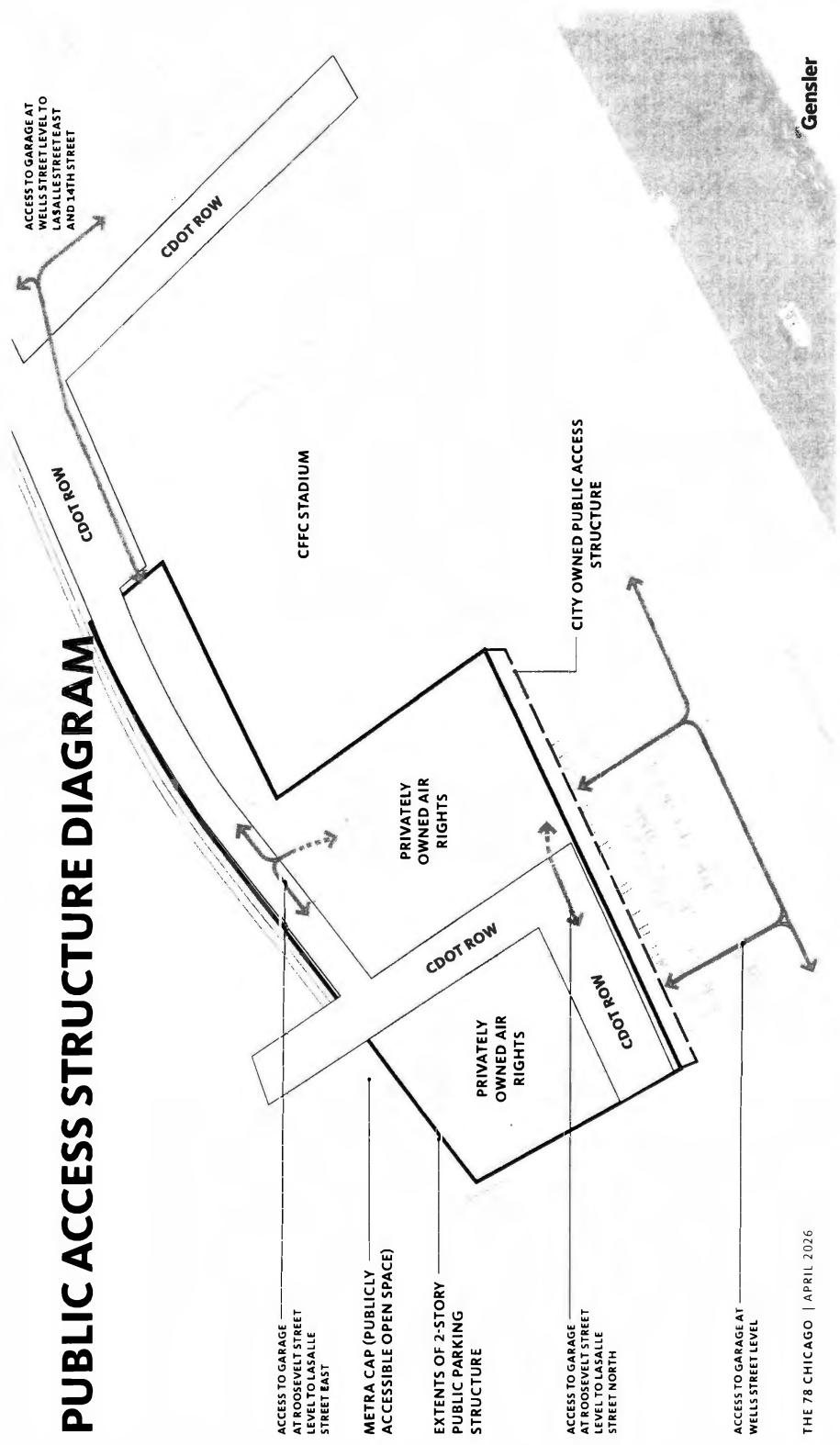
Commissioner of Planning and Development

*Exhibit "A".
(To Ordinance)*

Conceptual Site Plan.



Gensler



Gensler

PUBLIC ACCESS STRUCTURE DIAGRAM

EXECUTION OF REDEVELOPMENT AGREEMENT WITH VILLA GUADALUPE SENIOR SERVICES CORPORATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION OF VILLA GUADALUPE SENIOR HOUSING FACILITY LOCATED AT 3201 E. 91ST ST.

[O2026-0026248]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the execution of a redevelopment agreement with Villa Guadalupe Senior Services Corp. to provide Tax Increment Financing (TIF) assistance for the rehabilitation of Villa Guadalupe senior housing facility located at 3201 East 91st Street (10th Ward) (O2026-0026248), amount not to exceed: \$5,869,448 TIF, 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 no dissenting vote on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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, Pursuant to ordinances the City Council (the "City Council") of the City adopted on April 12, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 28776 to 28896 (as amended, the "South 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 "South Chicago Plan") for a portion of the City known as the "South Chicago Redevelopment Project Area" (the "South Chicago Area"); (ii) designated the South Chicago Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the South Chicago Area; and

WHEREAS, Ad valorem taxes which, pursuant to Section 5/11-74.4-8(b) of the Act and the South Chicago TIF Ordinances, are allocated to and when collected are paid to the Treasurer of the City for deposit by the 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 "Increment", and Increment from the South Chicago Area shall be known herein as "South Chicago Increment"; and

WHEREAS, Villa Guadalupe Senior Services Corporation, an Illinois not-for-profit corporation (the "Developer"), of which Claretian Associates, Inc., an Illinois not-for-profit corporation, is the sole member, of which Claretian Missionaries U.S.A. Province, Inc., an Illinois not-for-profit corporation, is the sole member, plans to redevelop certain real property located in the South Chicago Area, commonly known as 3201 East 91st Street, Chicago, Illinois (the "Property"), to include the rehabilitation of a residential building consisting of approximately 53 residential rental units and common areas for low-income elderly families, all in accordance with the South Chicago Plan (the "Project"); and

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

WHEREAS, The Developer has proposed to undertake the Project pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City to be financed in part by a portion of South 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 November 13, 2002, which were published in the *Journal* for such date at pages 97255 to 97439, to accomplish the following: approve and adopt a tax increment financing redevelopment project and plan for the Commercial Avenue Redevelopment Project Area; designate the Commercial Avenue Redevelopment Project Area as a tax increment financing district; and adopt tax increment financing for the Commercial Avenue Redevelopment Project Area (the aforesaid ordinances, as amended, are collectively referred to herein as the "Commercial Avenue TIF Ordinances", the redevelopment plan approved by the Commercial Avenue Ordinances is referred to herein as the "Commercial Avenue Plan", the redevelopment project area created by the Commercial Avenue TIF Ordinances is referred to herein as the "Commercial Avenue Area", and incremental taxes collected from the Commercial Avenue Area shall be known as the "Commercial Avenue Increment"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on December 13, 2000, which were published in the *Journal* for such date at pages 47782 to 47996, to accomplish the following: approve and adopt a tax increment financing redevelopment project and plan for the Lake Calumet Industrial Redevelopment Project Area; designate the Lake Calumet Industrial Redevelopment Project Area as a tax increment financing district; and adopt tax increment financing for the Lake Calumet Industrial Redevelopment Project Area (the aforesaid ordinances, as amended, are collectively referred to herein as the "Lake Calumet TIF Ordinances", the redevelopment plan approved by the Lake Calumet Ordinances is referred to herein as the "Lake Calumet Plan", the redevelopment project area created by the Lake Calumet TIF Ordinances is referred to herein as the "Lake Calumet Area", and incremental taxes collected from the Lake Calumet Area shall be known as the "Lake Calumet Increment"); and

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

WHEREAS, The South Chicago Area is either contiguous to, or is separated only by a public right-of-way from, each of the Commercial Avenue Area and the Lake Calumet Area; and

WHEREAS, The Commercial Avenue Plan and the Lake Calumet Plan each permit the exercise of Transfer Rights with respect to their respective incremental taxes, and the South Chicago Plan permits the receipt of incremental taxes 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 South Chicago Plan, the Commercial Avenue Plan, and the Lake Calumet Plan to allocate and use portions of the Commercial Avenue Increment and the Lake Calumet 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 South Chicago Area; and

WHEREAS, Pursuant to Resolution 26-CDC-07 adopted by the Community Development Commission of the City (the "Commission") on April 14, 2026, the Commission has recommended that the Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

SECTION 2. 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 3. Redevelopment Agreement. The Commissioner of Planning and Development or a designee of the Commissioner (the "Authorized Officer") are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive

evidence of the Authorized Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 4. City Funds. The City Council hereby finds that the City is authorized to pay an aggregate amount not to exceed \$5,869,448 to the Developer (the "City Funds"), including up to \$1,956,482.67 of South Chicago Increment, up to \$1,956,482.67 of Commercial Avenue Increment upon exercise of the City's Transfer Rights, and up to \$1,956,482.67 of Lake Calumet Increment upon exercise of the City's Transfer Rights, to finance a portion of the eligible costs included within the Project. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this section.

SECTION 5. TIF Fund. Pursuant to the South Chicago TIF Ordinances, the City has created the fund for the South Chicago Increment (the "TIF Fund"). The Chief Financial Officer (or his or her designee) of the City 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 South Chicago TIF Ordinances, all South 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 up to \$1,956,482.67 of the Commercial Avenue Increment and up to \$1,956,482.67 of Lake Calumet Increment into the TIF Fund to be used to support the Project pursuant to the Redevelopment Agreement.

SECTION 6. Affordable Housing. 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, inclusive, of the Municipal Code shall not apply to the Project or the Property.

SECTION 7. Inconsistent Provisions. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall 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 8. Effective Date. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

Villa Guadalupe Senior Services Corporation Redevelopment Agreement.

This Villa Guadalupe Senior Services Corporation 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 Villa Guadalupe Senior Services Corporation, an Illinois not-for-profit corporation ("Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, 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 South Chicago 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 April 12, 2000 and published in the Journal of the Proceedings of the City Council for such date.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 13, 2002: (i) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Commercial Avenue Redevelopment Project Area;" (ii) "An Ordinance of the City of Chicago, Illinois Designating the Commercial Avenue Redevelopment Project Area as a Tax Increment Financing District;" and (iii) "An Ordinance of

the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Commercial Avenue Corridor Redevelopment Project Area" (the "Commercial Avenue TIF Adoption Ordinance"). The redevelopment project area referred to above (the "Commercial Avenue Redevelopment Area") is legally described in Commercial Avenue TIF Adoption Ordinance.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on May 17, 2000: (i) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Lake Calumet Industrial Redevelopment Project Area;" (ii) "An Ordinance of the City of Chicago, Illinois Designating the Lake Calumet Industrial Corridor Redevelopment Project Area as a Tax Increment Financing District;" and (iii) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Lake Calumet Industrial Redevelopment Project Area" (the "Lake Calumet Industrial TIF Adoption Ordinance"). The redevelopment project area referred to above (the "Lake Calumet Industrial Redevelopment Area") is legally described in Lake Calumet Industrial TIF Adoption Ordinance.

The Commercial Avenue Redevelopment Area and Lake Calumet Industrial Redevelopment Area are either contiguous to or is separated only by a public right of way from the Redevelopment Area.

D. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Commercial Avenue Incremental Taxes (as defined below), and the Lake Calumet Industrial Incremental Taxes (as defined below) from the Commercial Avenue TIF Fund (as defined below) and Lake Calumet Industrial TIF Fund (as defined below) to pay for eligible redevelopment project costs incurred in the Redevelopment Area because the Commercial Avenue Redevelopment Area and Lake Calumet Industrial Redevelopment Area are either contiguous to, or is separated only by a public right of way from, the Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay its TIF Funds to Developer for the City Funds under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Commercial Avenue Incremental Taxes and Lake Calumet Industrial Incremental Taxes from the Commercial Avenue Redevelopment Area and Lake Calumet Industrial Redevelopment Area into the TIF Fund.

E. The Project: Developer owns or intends to purchase certain property located within the Redevelopment Area at 3201 E. 91st St., Chicago, Illinois 60617 and legally described on Exhibit A (the "Property"), and, within the time frames set forth in Section 3.01, shall start and complete construction and/or rehabilitation of an affordable housing building for low-income seniors and families, with approximately 53 units residential dwelling units all made available to low-income seniors and families that qualify as 30% AMI Families and 50% AMI Families, each term as hereinafter defined, (the "Affordable Units"), a community room, and elevators (the "Facility"). 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. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

F. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

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	A *Legal Description of the Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Prior Expenditures
4. Financing	
5. Conditions Precedent	
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	
8. Covenants/Representations/Warranties of Developer	(An asterisk (*) indicates which exhibits are to be recorded.)
9. Covenants/Representations/Warranties of the City	
10. Developer's Employment Obligations	
11. Environmental Matters	
12. Insurance	
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
18. Miscellaneous	

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.

"Affordable Units" is defined in the Recitals.

"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.

"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).

"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.

"Commercial Avenue Incremental Taxes" means such ad valorem taxes which, pursuant to the Commercial Avenue 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 Commercial Avenue TIF Fund.

"Commercial Avenue TIF Fund" means the special tax allocation fund created by the City in connection with the Commercial Avenue Redevelopment Area into which the Commercial Avenue Incremental Taxes will be deposited.

"Commissioner" means the Commissioner of Planning and Development of the City.

"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.

"Davis-Bacon Act" means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

"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," if any, 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.

"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" means 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.

"IHDA" means the Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3801/1 et seq., as amended from time to time.

"In Balance" is defined in Section 4.07.

"Incremental Taxes" means (i) 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, and (ii) to the extent the City has exercised its Transfer Rights, Commercial Avenue Incremental Taxes, and Lake Calumet Industrial Incremental Taxes.

"Indemnatee" and "Indemnitees" are defined in Section 13.01.

"Junior Mortgage" means a Junior Mortgage executed by the Developer as mortgagor, in favor of the City, as mortgagee, securing certain of the Developer's obligations under this Agreement and the Junior Mortgage, which shall be a [second] mortgage.

"Lake Calumet Industrial Incremental Taxes" means such ad valorem taxes which, pursuant to the Lake Calumet Industrial 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 Lake Calumet Industrial TIF Fund.

"Lake Calumet Industrial TIF Fund" means the special tax allocation fund created by the City in connection with the Lake Calumet Industrial Redevelopment Area into which the Lake Calumet Industrial Incremental Taxes will be deposited.

"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.

"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, (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.

"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.

"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.

"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" means 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 [_____].

"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 Funds, 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.).

"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 the third anniversary of 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 \$16,762,296. 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. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the 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 a the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project other than as described in Recital E; (c) a delay in 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. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD written approval (to the extent such 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 the Developer. Notwithstanding anything to the contrary in this Section 3.04, Developer shall not be required to comply with the change order provisions contained in the ATS Manual, and 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 ten (10) business days after executing such 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.

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:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$0
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Lender Financing (IHDA)	\$10,553,811
City Funds (subject to <u>Section 4.03</u>)	\$5,869,448
Deferred Developer Fee (subject to <u>Section 4.03</u>)	\$339,037
Estimated Total	\$16,762,296

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 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:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$5,869,448

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$5,869,448 or approximately 35.7% 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 the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$5,869,448 is contingent upon the fulfillment of the conditions 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) \$1,760,834.40 upon the completion of 30% 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) \$1,760,834.40 upon the completion of 60% 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) \$1,760,834.40 upon the completion of 90% 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) \$586,944.80 upon the issuance of the Certificate by DPD.

4.04 Requisition Form; Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. Notwithstanding the foregoing, the disbursement of City Funds pursuant to Section 4.03(c)(iv) above may be remitted directly to the Developer if requested by Developer. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement. Developer shall submit a Requisition Form to DPD prior to each disbursement of City Funds pursuant to Section 4.03 above. Developer shall not submit a Requisition Form more than one time per calendar year (or as otherwise permitted by DPD). If required, the Developer shall meet with DPD upon request to discuss the Requisition Forms 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 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.

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 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. 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. 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, if requested by DPD, shall submit all bids received to DPD for its inspection and written approval.

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 construction-related laws, policies, and procedures outlined in the ATS Manual. Developer shall remain responsible for ensuring that all parties engaged in the Project comply with the ATS Manual requirements applicable to their respective roles. 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. Developer shall require in its agreements with the Project architect and other design professionals that they comply with the ATS Manual requirements applicable to the design services performed in connection with the Project.

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 the last installment of City Funds until the following conditions have been met:

- (a) Evidence acceptable to DPD that the Total Project Cost equals or exceeds \$16,762,296, 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 \$5,869,448); and

- (c) 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
- (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) Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy; and
- (f) 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.

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) 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 except as may be required in connection with the 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

(r) Developer shall ensure that all Project professionals, including the Project architect and the General Contractor, comply with the ATS Manual provisions applicable to their respective scopes of work, and shall incorporate such obligations into all relevant professional service agreements.

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 result in the creation of sixty (60) FTE temporary construction jobs. Notwithstanding any other provision 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; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of this Agreement or require payment of the City resident shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. 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.

(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. If not available at the time of Certificate issuance, Developer shall provide final certification, third-party documentation, or other 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.

At least 48 of the Affordable Units (including at least 45 one-bedroom and 3 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 30% AMI Families.

At least 5 of the Affordable Units (including at least one studio, 3 one-bedroom, and one two-bedroom unit) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 50% AMI Families.

The Affordable Units shall have monthly rent 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" means one or more individuals, whether or not related by blood or marriage.

"30% AMI Families" means Families whose annual income does not exceed 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.

"50% AMI Families" means Families whose annual income does not exceed 50% 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 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.

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

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 "Indemnities") 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 Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities 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;

(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 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), 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 lenders providing Lender Financing at the addresses in Section 17, 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 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." 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.

(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: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Claretian Associates, Inc. 3039 E. 91st St. Chicago, IL 60617 Attention: Angela Hurlock Email Address: angelah@claretianassociates.org and Claretian Associates, Inc. 3039 E. 91st St. Chicago, IL 60617 Attention: Tevonne Ellis Email Address: ellist@claretianassociates.org With Copies To: Edwin F. Mandel Legal Aid Clinic
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	University of Chicago Law School 6020 S. University Ave. Chicago, IL 60637 Attention: Housing Initiative Transactional Clinic
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: Villa Guadalupe Senior Services Corporation 3039 East 91 st St. Chicago, IL 60617 Attention: Angela Hurlock and Illinois Housing Development Authority 111 East Wacker Drive, Suite 1000 Chicago, Illinois 60601 Attention: Managing Director, Multifamily Financing with a copy to: Illinois Housing Development Authority 111 East Wacker Drive, Suite 1000 Chicago, Illinois 60601 Attention: General Counsel Email: legalnotices@ihda.org

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. 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.

Villa Guadalupe Senior Services Corporation,
an Illinois not-for-profit corporation

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 Angela Hurlock of Villa Guadalupe Senior Services Corporation, 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 _____, ____.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Cierre 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 ____th day of _____, _____.

Notary Public

My Commission Expires _____

(Sub)Exhibits "A", "B" and "C" referred to in this Villa Guadalupe Senior Services Corporation Redevelopment Agreement read as follows:

(Sub)Exhibit "A".

(To Villa Guadalupe Senior Services Corporation Redevelopment Agreement)

Legal Description Of Property.

Legal Description (subject to survey and Title Insurance):

Lots 7, 8, 9, 10 and 11 in Block 67 in the subdivision made by the Calumet and Chicago Canal and Dock Company, of parts of Fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian; and that part of the east-west 20-foot public alley lying south of the south line of Lots 6 to 11, both inclusive; lying north of the north line of Lot 40; lying east of a line drawn from the southwest corner of Lot 11 to the northwest corner of Lot 40; and lying west of the northwardly extension of the east line of Lot 40, all in Block 67 in South Chicago being a subdivision by Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of Fractional Section 6, north of the Indian Boundary Line, and that part of Fractional Section 6, south of the Indian Boundary Line lying north of the Michigan Southern Railroad, and Fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian; said part of public alley being further described as the west 130 feet of the first east-west 20-foot public alley south of East 91st Street in the block bounded by East 91st Street, East 92nd Street, South Brandon Avenue and South Burley Avenue.

Property Address:

3201 East 91st Street
Chicago, Illinois 60617.

Property Identification Numbers (PINs):

26-06-406-001-0000;

26-06-406-002-0000; and

26-06-406-003-000.

(Sub)Exhibit "B".
(To Villa Guadalupe Senior Services Corporation Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)¹

PROJECT BUDGET		
	Other Acquisition (refinance)	\$617,836
Acquisition Costs Subtotal		\$617,836
	Net Construction Costs	\$8,965,950
	General Conditions	\$537,957
	Overhead	\$179,319
	Profit	\$537,957
Construction Costs Subtotal		\$10,221,183
	Furniture, Fixtures, & Equipment	\$75,000
	Building Permits	\$50,000
	Other Construction	\$75,000
	GC Insurance	\$81,974
	Contingency	\$1,016,233
Other Construction Subtotal		\$1,298,207
	Architect - Design	\$551,706
	Architect - Supervision	\$137,927
	Engineering Fees	\$39,800
	PNA Report	\$25,000
	Permit Expediter	\$22,000
	As-Is Plats & Surveys	\$10,000
	Accountant -- General	\$25,000
	Appraisal	\$10,000
	Market Study	\$10,000
	Phase I Environ. Report	\$10,000
	Title & Recording Fees	\$40,000
	Other Professional Fees	\$50,000
Professional Fees Subtotal		\$931,433
	Application Fees	\$2,250
	Construction Points	\$15,000
	Lender Legal Fees	\$25,000
	Construction Interest	\$95,000
	Other Lender Fees	\$48,000
Lender Fees Subtotal		\$185,250
	Liability Insurance	\$75,000
Construction Period Subtotal		\$75,000
	Other Marketing & Leasing	\$10,000
Marketing & Leasing Subtotal		\$10,000

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.

	Personnel Expenses	\$250,000
	Moving Expenses	\$750,000
Tenant Relocation Subtotal		\$1,000,000
	Developer Fee	\$1,500,000
Developer Fee Subtotal		\$1,500,000
	Insurance Reserve	\$52,500
	Lease-Up Reserve	\$577,921
	Operating Reserve	\$213,466
	Replacement Reserve	\$79,500
Reserves Subtotal		\$923,387
Grand Total Dev Costs		\$16,762,296

TIF-FUNDED IMPROVEMENTS

<u>Category</u>	<u>Project Budget*</u>	<u>% TIF Eligible</u>	<u>TIF Eligible Cost</u>
Land Acquisition	\$ -	100%	\$ -
Public Works or Site Improvements	\$ -	100%	\$ -
Affordable Housing Unit Hard Costs	\$ 10,221,183	50%	\$ 5,110,592
Environmental Remediation	\$ -	100%	\$ -
Eligible Soft Costs (Constr. Related)	-		
Architect-Design	\$ 551,706	50%	\$ 275,853
Architect-Supervision	\$ 137,927	50%	\$ 68,964
Engineer	\$ 39,800	50%	\$ 19,900
Soft Interest	\$ 95,000	30%	\$ 28,500
TOTAL			\$ 5,503,808

MBE/WBE BUDGET

Project Hard Costs	\$ 11,519,390
Project Soft Costs (Arch., Eng., Etc.)	\$ 729,433
Project MBE/WBE Total Budgets	<u>\$ 12,248,823</u>
Project MBE Total at 26%	\$ 3,184,694
Project WBE Total at 6%	\$ 734,929

* With the exception of Land, Project Budget amounts above are based on 53 affordable units

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.

(Sub)Exhibit "C".

(To Villa Guadalupe Senior Services Corporation Redevelopment Agreement)

List Of Prior Expenditures.

[Not Attached For Introduction]

EXECUTION OF AMENDED AND RESTATED REDEVELOPMENT AGREEMENT
WITH ROOSEVELT/CLARK PARTNERS LLC TO PROVIDE TAX INCREMENT
FINANCING ASSISTANCE FUNDS FOR DEVELOPMENT OF PUBLIC
INFRASTRUCTURE IMPROVEMENTS RELATED TO THE 78 PROJECT.

[SO2026-0026267]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing the execution of an amended and restated redevelopment agreement with Roosevelt/Clark Partners LLC to provide tax increment financing (TIF) assistance for the development of public infrastructure improvements related to The 78 project (3rd Ward) (SO2026-0026267), amount not to exceed: \$174,749,770 TIF, 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 roll call vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Byron Sigcho-Lopez (25th Ward) on July 13, 2026.

(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, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Sigcho-Lopez -- 1.

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

The following is said ordinance as passed:

WHEREAS, To induce certain redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), in accordance with the provisions of the Act, pursuant to ordinances adopted on April 10, 2019, the City Council ("City Council") of the City of Chicago (the "City") and published in the *Journal of the Proceedings for the City Council of the City of Chicago* (the "*Journal*") for such date at pages 98,556 through 98,649: (1) approved and adopted a redevelopment plan for the Roosevelt/Clark Redevelopment Project Area (the "Roosevelt/Clark Redevelopment Area") of the City; (2) designated the Roosevelt/Clark Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Roosevelt/Clark Redevelopment Area (such ordinance, the "TIF Ordinance"); and

WHEREAS, To induce redevelopment pursuant to the Act, the City Council: (i) approved and adopted a redevelopment plan and project for the Canal/Congress redevelopment project area (the "Canal/Congress Redevelopment Area"); (ii) designed the Canal/Congress Redevelopment Area as a "redevelopment project area"; (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area, pursuant to ordinances adopted on November 2, 1998 (item 3, the "Canal/Congress TIF Adoption Ordinance" and items (1) -- (3) collectively and as amended on July 10, 2002 and on July 2, 2022, the "Canal/Congress TIF Ordinances"); and

WHEREAS, The Canal/Congress Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Roosevelt/Clark Redevelopment Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 10, 2019 and published in the *Journal* for such date at pages 98,319 through 98,404, the City entered into a redevelopment agreement dated as of May 15, 2019 (the "Original RDA") between the City, through its Department of Transportation and its Department of Planning and Development, and Roosevelt/Clark Partners LLC, a Delaware limited liability company (the "Developer"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 14, 2022, and published at pages 57,819 through 57,822 of the *Journal* for such date, as amended by an ordinance adopted by the City Council on July 19, 2023 and published at pages 1692 through 1696 of the *Journal* for such date, the City entered into the First Amendment to the 78 Redevelopment Agreement dated as of May 9, 2024 (the Original RDA, as so amended, the "RDA"); and

WHEREAS, The City and the Developer desire to amend and restate the RDA in its entirety to reflect changes to the scope of activities the Developer agreed to undertake pursuant to the RDA; now, therefore,

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

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

SECTION 2. The Commissioner of Planning and Development and the Commissioner of Transportation (each, a "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver: (a) an amended and restated redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"); and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Developer is hereby designated as the developer for the Project (as defined in the Redevelopment Agreement) pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. A note of the City ("City Note") in a maximum aggregate principal amount up to \$181,156,066 plus (i) costs of issuance of the City Note, (ii) capitalized interest on the City Note for a period not exceeding three years from the date of issuance, and (iii) deposits to a debt service reserve fund for the City Note in an amount not exceeding the lesser of: (A) 10% of the principal amount of the City Note; (B) 125% of the average annual debt service on the City Note; or (C) the maximum annual debt service on the City Note (collectively, "Permitted Note Expenditures") is authorized to be issued for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Infrastructure Components") and shall be designated as follows: "Tax Increment Allocation Revenue Note (The 78 Redevelopment Project)".

The City Note shall be substantially in the form attached to the Redevelopment Agreement as (Sub)Exhibit H, and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Authorized Officer (the person duly appointed and serving as the Chief Financial Officer of the City, or if no such person has been appointed, then the City Comptroller, being each referred to herein as an "Authorized Officer") of the City, at the time of issuance to reflect the purpose of the issue, as well as to reflect whether interest payable on the City Note shall be exempt from federal income taxation or shall be subject to federal income taxation.

The City Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Note are hereby appropriated for the purposes set forth in this Section 4.

The City Note shall mature as described in the Redevelopment Agreement and shall bear interest at a fixed interest rate as described in the Redevelopment Agreement until the principal amount of the City Note is paid or until maturity, with the exact rate to be determined by the Authorized Officer, computed on the basis of a 360-day year of twelve 30-day months. The City Note shall be subject to such further terms as are set forth in the Redevelopment Agreement and this ordinance, subject to such changes and additions as are set forth in any certificate of the City executed by the Authorized Officer and filed with the City Clerk at the time of issuance of the City Note (the "Note Order"), setting forth the final terms of the Note. The provisions of any such Note Order shall be subject to the parameters set forth in the Redevelopment Agreement and this ordinance.

The principal of and interest on the City Note shall be paid by check, draft or wire transfer of funds by the Authorized Officer of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the City Note is registered at the close of business on the payment date, in any event no later than at the close of business on the 15th day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the City Note, and the City Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk or any Deputy Clerk of the City, and in case any officer whose signature shall appear on the City Note shall cease to be such officer before the delivery of the City Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the City Note and showing the date of authentication. The City Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the City Note shall be conclusive evidence that the City Note has been authenticated and delivered under this ordinance.

SECTION 5. The City shall cause books for the registration and for the transfer of the City Note (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the City Note. The City is authorized to prepare, and the Registrar shall keep custody of multiple City Note blanks executed by the City for use in the transfer of the City Note.

Upon surrender for a transfer of the City Note authorized under the Redevelopment Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by: (i) a written instrument or instruments of transfer in form satisfactory to the Registrar; (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing; (iii) the written consent of the City evidenced by the signature of the Authorized Officer (or his or her designee) and the Commissioner on the instrument of transfer; and (iv) any deliveries required under the Redevelopment Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered City Note of the same maturity, of authorized denomination, for the authorized principal amount of the City Note less previous retirements. The execution by the City of a fully registered City Note shall constitute full and due authorization of the City Note and the Registrar shall thereby be authorized to authenticate, date and deliver the City Note. The Registrar shall not be required to transfer or exchange a City Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of the City Note nor to transfer or exchange a City Note after notice calling a City Note for prepayment has been made, nor during a period of five (5) business days next preceding mailing of a notice of prepayment of principal or redemption of a City Note. No beneficial interests in a City Note shall be assigned, except in accordance with the procedures for transferring a City Note described above.

The person or entity in whose name the City Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of a City Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the City Note.

SECTION 6. Subject to the limitations set forth herein, the Authorized Officer is authorized to determine the terms of the City Note and to issue the City Note on such terms as the Authorized Officer may deem to be in the best interest of the City. The principal of the City Note shall be subject to prepayment and redemption as provided in the form of City Note attached to the Redevelopment Agreement as (Sub)Exhibit H. As directed by the Authorized Officer, the Registrar shall proceed with redemptions or prepayment without further notice or direction from the City.

SECTION 7. The City Note hereby authorized shall be executed as in this ordinance and the Redevelopment Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Redevelopment Agreement, and thereupon, said City Note shall be deposited with the Commissioner, and delivered by the Commissioner to the Developer.

SECTION 8. Pursuant to the TIF Ordinance, the City has created or will create the Roosevelt/Clark TIF Fund (the "Fund"). The Authorized Officer is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Roosevelt/Clark Redevelopment Area are to be deposited into the Fund.

There is hereby created within the Fund a special sub-account to be known as the "Roosevelt/Clark Debt Service Account" (the "Debt Service Account"). The City shall designate and deposit into the Debt Service Account the Available Incremental Taxes (as defined in the Redevelopment Agreement) and the Available Incremental Taxes from Transfer Rights (as those terms are defined in the Redevelopment Agreement). Notwithstanding the foregoing, "Available Incremental Taxes" for purposes of this ordinance and the Redevelopment Agreement shall not include ad valorem taxes generated by or attributable to such parcels as may hereafter be assigned by the Cook County Assessor for the Podium Buildings (as defined in the Redevelopment Agreement) and associated air rights improvements within the Area (the "Excluded Podium PINs"). Taxes generated by or attributable to the Excluded Podium PINs shall not be deposited into the Debt Service Account and shall not be pledged to, or available for, payment of principal of or interest on the City Note.

The City hereby assigns, pledges and dedicates the Debt Service Account, together with all amounts on deposit therein, to the payment of the principal of and interest, if any, on the City Note when due under the terms of the Redevelopment Agreement and in accordance with the debt service schedule attached to the City Note. Upon deposit, the moneys on deposit in the Debt Service Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Debt Service Account. All moneys on deposit in the Debt Service Account shall be used to pay the principal of and interest on, or redemption price of, the City Note, at maturity or upon payment or redemption prior to maturity, in accordance with the terms of such note, which payments from the Debt Service Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the City Note and the Redevelopment Agreement in accordance with their terms, the amounts on deposit in the Debt Service Account, as applicable, shall be deposited in the Fund and the Debt Service Account shall be closed.

Available Incremental Taxes shall be applied first to payment of principal and interest on the City Note prior to any disbursement for pay as you go obligations under any separate redevelopment agreement.

Notwithstanding any of the foregoing, payments on the City Note will be subject to the availability of Available Incremental Taxes in the Debt Service Account.

The City Note authorized hereby shall finance only the TIF-Funded Infrastructure Components described in the Redevelopment Agreement, and shall not finance, directly or indirectly, any other infrastructure governed by the separate Redevelopment Agreement anticipated to be entered into between the City and the Developer for the Area, including without limitation the Parking Facility and the River Wall Improvements, each as defined therein.

The Infrastructure Components financed pursuant to this ordinance are public purpose improvements of independent utility, are not undertaken for the primary benefit of any private facility and shall not be conditioned upon the development or operation of any stadium, parking facility or other private use. Proceeds of the City Note shall be used solely for publicly owned, publicly accessible infrastructure and not for any component governed by a separate parking redevelopment agreement.

SECTION 9. The City Note is a special limited obligation of the City, payable solely from Available Incremental Taxes, and shall be a valid claim of the registered owners thereof only against said sources. The City Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the City Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Note.

SECTION 10. Moneys on deposit in the Fund or the Debt Service Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Note.

SECTION 11. Pursuant to the Redevelopment Agreement, the Developer has agreed to perform redevelopment work on the Property necessary to complete the Project. The eligible redevelopment project costs of the acquisition, construction, and redevelopment, up to the principal amount of \$181,156,066, shall be financed from proceeds of the City Note. The principal amount outstanding of the City Note shall be the amount of principal indicated in the City Note on its date of issuance or the sum of advances made pursuant to Infrastructure Component Certificates of Expenditure, which shall be deemed to be a disbursement of the proceeds of the City Note. Upon issuance, the City Note shall have an initial principal balance equal to the costs of TIF-Funded Infrastructure Components that have been incurred and certified to the City in accordance with the Redevelopment Agreement, up to a maximum amount of \$181,156,066 plus Permitted Note Expenditures, as evidenced by Certificates of Expenditures delivered in accordance with the Redevelopment Agreement, and subject to the reductions described in the Redevelopment Agreement. After issuance, the principal amount outstanding under the City Note shall be the initial principal balance of the City Note, minus any principal amount and interest paid on the City Note and other reductions in principal as provided in the Redevelopment Agreement.

SECTION 12. The Mayor, the Authorized Officer, the City Clerk or any Deputy Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 13. The Registrar shall maintain a list of the names and address of the registered owners from time to time of the City Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 14. The City Note is not a "private activity bond" as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code"). In support of such conclusion, the City certifies, represents and covenants as follows:

(a) No direct or indirect payments are to be made on the City Note with respect to any private business use by any person other than a state or local governmental unit.

(b) None of the proceeds of the City Note is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

SECTION 15. The City certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the "Rebate Requirement") to the United States:

(a) Unless an applicable exception to the Rebate Requirement is available to the City, the City will meet the Rebate Requirement.

(b) Relating to applicable exceptions, the Authorized Officer is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the City. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the "Penalty"), then the City shall pay such Penalty.

(c) The officers of the City shall cause to be established at such time and in such manner as they may deem necessary or appropriate hereunder, a rebate fund, and such officers shall further, not less frequently than annually, cause to be transferred to the rebate fund the amount determined to be the accrued liability under the Rebate Requirement or the Penalty. Said officers shall cause to be paid to the United States, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(d) Interest earnings in the Debt Service Account are hereby authorized to be transferred, without further order or direction from the Authorized Officer, from time to time as required, to the rebate fund for the purposes herein provided; and other funds of the City are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only if appropriated by the City Council.

SECTION 16. The City covenants that it: (i) will take those actions which are necessary to be taken (and avoid those actions which it is necessary to avoid taking) so that interest on the City Note will not be or become included in gross income for federal income tax purposes under existing law including, without limitation, the Code; (ii) will take those actions reasonably within its power to take which are necessary to be taken (and avoid taking those actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on the City Note will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action in the investment of any fund or account of the City which would result in making interest on the City Note subject to federal income taxes by reason of causing the City Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, certifications and representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the City Note; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

SECTION 17. The City recognizes that Section 149(a) of the Code requires that the City Note to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the City Note is delivered. In this connection, the City agrees that it will not take any action to permit the City Note to be issued in, or converted into, bearer or coupon form.

SECTION 18. The provisions of this ordinance shall constitute a contract between the City and the registered owner of the City Note. All covenants relating to the City Note are enforceable by the registered owners of the City Note.

SECTION 19. 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 20. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 21. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

Amended And Restated 78 Redevelopment Agreement.

This Amended and Restated 78 Redevelopment Agreement (this "Agreement") is made as of _____, 2026, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and Department of Transportation ("CDOT") and Roosevelt/Clark Partners, LLC, a Delaware limited liability company (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 "TIF 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 TIF Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Roosevelt/Clark 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 "Roosevelt/Clark TIF Adoption Ordinance" and items (1) – (3) collectively, the "Roosevelt/Clark TIF Ordinances") adopted on April 10, 2019.

To induce redevelopment pursuant to the TIF Act, the City Council: (i) approved and adopted a redevelopment plan and project for the Canal/Congress redevelopment project area (the "Canal/Congress Redevelopment Area"); (ii) designed the Canal/Congress Redevelopment Area as a "redevelopment project area"; (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area, pursuant to ordinances adopted on November 2, 1998 (item 3, the "Canal/Congress TIF Adoption Ordinance" and items (1) – (3) collectively and as amended on July 10, 2002 and on July 2, 2022, the "Canal/Congress TIF Ordinances"). The Canal/Congress Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Roosevelt/Clark Redevelopment Area.

D. Original Agreement; Amendment and Restatement: Pursuant to an ordinance adopted by the City Council on April 10, 2019, the City entered into The 78 Redevelopment Project Area Redevelopment Agreement with Developer dated as of May 15, 2019 and recorded on May 16, 2019 as Document Number 1913634018 in the Office of the Cook County Recorder of Deeds (now the Cook County Clerk's Office)(as amended by the First Amendment to the 78 Redevelopment Agreement dated May 9, 2024, the "Original Agreement").

On _____, 2026, City Council adopted an ordinance authorizing the City to amend and restate in its entirety the Original Agreement in the form of this Agreement to reflect changes to the Project.

E. The Project: The Developer has acquired and intends to develop the vacant land located west of Clark Street, south of Roosevelt Road, east of the Chicago River, and north of 18th Street, into a mixed-use development to be known as The 78 (the "Redevelopment Site" or the "Property", which is legally described on Exhibit B attached hereto). The Chicago Fire Football Club, LLC (the "Team") has already commenced construction for the 22,000 seat stadium ("Stadium") to host the Team and other sporting events, shows, concerts, civic and other events adjacent to the Redevelopment Site. As part of the public infrastructure necessary to implement the Redevelopment Plan and to support redevelopment-area access, circulation, public parking, pedestrian safety, open space, public safety, environmental and site-preparation needs, transportation connectivity, and the elimination of blighting conditions within the Roosevelt/Clark Redevelopment Area, the Developer intends to undertake certain public infrastructure improvements. The planning, design, construction, conveyance, public operation, and related activities necessary to build, acquire, own, operate, maintain, and/or use the TIF-Funded Infrastructure Components as defined below (individually, an "Infrastructure Component", and collectively, "Infrastructure Components") 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.

It is anticipated that the Project will be executed in nine components that may overlap in commencement and completion schedules. The TIF-Funded Infrastructure Components are as follows, as more fully described on Exhibit C hereto:

"13th Street Construction" means the construction of a new roadway between new South LaSalle Street and South Clark Street constructed above the Public Access Structure, as well as a bridge structure across existing Metra facilities in a new public right-of-way to be dedicated, providing an east-west connection within the Project. Work will include complete street elements

supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

“14th Street Construction” means the construction of a new roadway in a new public right-of-way to be dedicated between new South LaSalle Street and South Wells Street, providing additional east-west connectivity within the Project. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

“15th Street Construction” means the construction of a new roadway in a new public right-of-way to be dedicated between new South LaSalle Street and South Wells Street, completing east-west connectivity within the Project. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

“LaSalle Street Construction” means the construction of a new roadway in a new public right-of-way to be dedicated between Roosevelt Road and new 15th Street, creating a new north-south connection within the Project. LaSalle Street will be constructed above the Public Access Structure at approximately +40 CCD and then descend to grade north of 14th Street. Work will include complete street elements supporting vehicle, pedestrian, and bicycle circulation, as well as landscaping, sewer, water, and other utility infrastructure as required by CDOT Standards.

“Wells Street Modifications” means the provision of curb cuts, new utility infrastructure connections, and landscaping modifications within the existing Wells Street public right-of-way as required by CDOT Standards.

“Clark Street Improvements” means the realignment and addition of turn lanes, median dividers, utility improvements as required, street and pedestrian lighting, bike lanes and pedestrian improvements within or adjacent to the existing Clark Street right-of-way and as required by CDOT Standards.

“Roosevelt Road Improvements” means various vehicle, pedestrian, bicycle, traffic and landscape improvements within or adjacent to the existing Roosevelt Road right-of-way and as required by CDOT in coordination with IDOT and applying CDOT Standards.

“Metra Improvements” means various track, signal, and crash wall improvements to the existing Metra commuter rail infrastructure.

“15th Street Pedestrian Connector” means the design and construction of a new publicly accessible pedestrian connection across the Metra tracks at or near 15th Street, creating an east-west connection between the Project Area and Clark Street. Work may include either a sub-grade tunnel crossing or an above-grade bridge structure, together with ADA-compliant access improvements, including ramps, elevators, stairs, and related vertical circulation elements. Improvements may also include landscaping, lighting, signage, drainage, safety and security features, streetscape enhancements, and any necessary supporting utility and infrastructure improvements. The improvements shall be designed and constructed in coordination with CDOT and other applicable governmental agencies and stakeholders.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and Redevelopment Plan.

G. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Canal/Congress Incremental Taxes (as defined below) from the Canal/Congress TIF Fund to pay for eligible redevelopment project costs incurred in the Roosevelt/Clark Redevelopment Area because the Canal/Congress Redevelopment Area (as defined in the Canal/Congress TIF Ordinances) is either contiguous to, or is separated only by a public right of way from, the Roosevelt/Clark Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay for its City Funds obligations (as such term is defined herein) to Developer under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Canal/Congress Incremental Taxes from the Canal/Congress Redevelopment Area into the Roosevelt/Clark TIF Fund (as defined herein).

H. City Financing: Subject to the conditions and restrictions set forth in Section 4 hereto, the City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of one or more City Notes (defined below) and/or (ii) Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Funded Infrastructure Components pursuant to the terms and conditions of this Agreement. The proceeds from the sale of the City Notes may be used to pay for, reimburse or refinance the costs of the TIF-Funded Infrastructure Components not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to Developer pursuant to this Agreement) or to make payments of principal and interest on such City Notes.

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 to amend and restate the Original Agreement in its entirety as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Legal Description of the Property
2. Definitions	B *TIF-Funded Infrastructure Components
3. The Project	C Approved Plans and Specifications
4. Financing	D Dedications and Real Property
5. Conditions Precedent	Transactions

Table of Contents	List of Exhibits
6. Agreements with Contractors	E *Project Budget
7. Completion of Construction or Rehabilitation	F *MBE/WBE Budget
8. Covenants/Representations/Warranties of Developer	G Prior Expenditures
9. Covenants/Representations/Warranties of the City	H *Form of City Note
10. Developer's Employment Obligations	I Form of Investor Letter
11. Environmental Matters	J *Form of Component Commencement Letter
12. Insurance	(An asterisk (*) indicates which exhibits are to be recorded.)
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
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:

"13th Street Bridge Construction" is defined in the Recitals hereof.

"14th Street Construction" is defined in the Recitals hereof.

"15th Street Construction" is defined in the Recitals hereof.

"15th Street Pedestrian Connector" is defined in the Recitals hereof.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with the 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) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of updated insurance certificates, if applicable (Section 8.14); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (4) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.23), (5) compliance with the

Jobs Covenant (Section 8.20), (6) Increment and Rate of Return Reporting (Section 8.28), and (7) compliance with all other executory provisions of this Agreement.

"Annual Report of Incremental Taxes" means a signed report from a recognized financial consultant approved by the City that sets forth as of its date (i) a description of the Redevelopment Area, (ii) a description of the Project, (iii) a status update of the Project, and (iv) a calculation of the Incremental Taxes constituting the source of funds for payment on any City Note, showing for the Redevelopment Area or applicable tax codes the current year equalized assessed value, the certified initial equalized assessed value, the incremental equalized assessed value and the composite tax rates for the last five years, as applicable.

"Approved Plans and Specifications" means the plans and specifications prepared by duly licensed engineer(s) depicting the construction of the Infrastructure Components, which plans and specifications are consistent with the Scope Drawings and have been (i) prepared in consultation with the Consultant Engineer and (ii) approved by the City in its sole discretion pursuant to Section 3.02(a) and upon such approval such plans shall be attached as Exhibit C hereto.

"Available Incremental Taxes" means, for each payment, (i) an amount equal to the Roosevelt/Clark Incremental Taxes on deposit in the Roosevelt/Clark TIF Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which are available for the financing or payment of Redevelopment Project Costs, after deducting the TIF District Administration Fee, and (ii) an amount equal to 100% of those Roosevelt/Clark Incremental Taxes deposited in the Roosevelt/Clark TIF Fund that are attributable to the City's exercise of its Transfer Rights.

"Available Project Funds" is defined in Section 4.07 hereof.

"Canal/Congress Incremental Taxes" means such ad valorem taxes which, pursuant to the Canal/Congress TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the TIF Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Canal/Congress TIF Fund.

"Canal/Congress TIF Fund" means the special tax allocation fund created by the City in connection with the Canal/Congress Redevelopment Area into which the Canal/Congress Incremental Taxes are deposited.

"Canal/Congress TIF Adoption Ordinance" is defined in the Recitals hereof.

"CDOT" means the Chicago Department of Transportation.

"CDOT Commissioner" means the Commissioner of Transportation.

"CDOT Standards" means the requirements that construction and installation designed, installed, constructed, maintained and operated in accordance with current and applicable provisions of (i) CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and other standards applied to the public ways and other public property of the

City, as well as those of other departments applicable to public ways and public property, land any successor standards or publications adopted by CDOT, (ii) the requirements of other City departments to the extent their facilities, property, or proprietary or regulatory jurisdiction is involved with the applicable Work, (iii) the AASHTO standards, and (iv) IDOT standards to the extent applicable, and (v) the Laws.

"Certificate of Expenditure" means any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"Change Order" means any amendment or modification to the Scope Drawings, Approved Plans and Specifications, the Guaranteed Maximum Price, the schedule for any Infrastructure Component, 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) hereof.

"City Council" is defined in the Recitals hereof.

"City Funds" means the funds paid to Developer pursuant to the City Note and City Grant Funds in the amounts described in Section 4.03(b) hereof.

"City Grant" is defined in Section 4.03(b)(i) hereof.

"City Note" means one or more tax-exempt notes substantially in the form attached hereto as Exhibit H, in the maximum principal amount of \$174,749,770, provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note shall at no time exceed \$174,749,770, and issued by the City to Developer as provided herein. Each City Note shall bear interest at the City Note Interest Rate and shall not provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"City Note Interest Rate" means an annual fixed rate of interest equal to the median value of the 20 year Baa G.O. bond rate as published by Thompson-Reuters Municipal Market Data ("MMD") for 15 business days prior to the date of issuance plus the number of basis points, not to exceed 225 basis points, as determined by the DPD Commissioner, but in no event exceeding seven percent (7%).

"Clark Street Improvements" is defined in in the Recitals hereof.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" means a collateral assignment of the right to receive payment of City Funds, such collateral assignment made by Developer to secure Lender Financing and in form and substance acceptable to the City in its sole discretion.

"Commencement Date" with respect to an Infrastructure Component, is defined in Section 3.01.

"Completion Date" with respect to an Infrastructure Component, is defined in Section 3.01.

"Compliance Period" means the longer of a period beginning on the date the last Infrastructure Component Completion Certificate is issued and ending on the 10th anniversary of the date the last Infrastructure Component Completion Certificate is issued.

"Component Commencement Letter" means that letter from DPD to the Developer indicating that the Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the proposed Infrastructure Component.

"Consultant Engineer" is defined in Section 3.02.

"Consultant's Report" is defined in Section 8.26(a) hereof.

"Contractor" is defined in Section 10.03 hereof.

"Corporation Counsel" means the City's Department of Law.

"Davis-Bacon Act" means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

"Dedications and Real Property Transactions" means the dedications, conveyances, releases, assignments and other property transactions for the Infrastructure Components, all as described in Exhibit D.

"DPD Commissioner" means the Commissioner of Planning and Development.

"Early Work Packages" means (i) deep foundation plans and specifications for an Infrastructure Component, including without limitation, deep foundation set scope covers site preparation and structural support improvements, including earth retention systems, deep foundations, mass grading, excavation and related work; and (ii) shallow foundation plans and specifications for an Infrastructure Component, including without limitation, shallow foundation set scope covers horizontal infrastructure improvements, including utility infrastructure, drainage systems, shallow foundation systems, surface improvements and related work.

"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 hereof.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund"

or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 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.

"EMMA" is defined in Section 8.26(c) hereof.

"Equity" means funds of Developer (other than funds derived from Lender Financing) available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.03(b).

"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 by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s).

"Event of Default" is defined in Section 15 hereof.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

"Financial Statements" means complete annual or quarterly (as applicable) financials statements of Developer certified by a certified public accounting firm in accordance with sound accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Guaranteed Maximum Price" means, with respect to each Infrastructure Component, the estimated amount shown on Exhibit B with respect to such Infrastructure Component, as may be modified pursuant to Section 3.03.

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" is defined in Section 10 hereof.

"IEPA" means the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07 hereof.

"Incremental Taxes" means (i) Roosevelt/Clark Incremental Taxes, and (ii) to the extent the City has exercised its Transfer Rights, Canal/Congress Incremental Taxes.

"Indemnatee" and "Indemnitees" is defined in Section 13.01 hereof.

"Infrastructure Component(s)" means, individually or collectively, as applicable, the 13th Street Bridge Construction, 14th Street Construction, 15th Street Construction, LaSalle Street Bridge and Surface Construction, Wells Street Modifications, Clark Street Improvements, Roosevelt Road Improvements, Metra Improvements, and 15th Street Pedestrian Connector

"Infrastructure Component Completion Certificate" means, with respect to an Infrastructure Component, the issuance of an Infrastructure Component Completion Certificate evidencing that a certain Infrastructure Component has been completed.

"Laws" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"LaSalle Street Bridge and Surface Construction" is defined in the Recitals hereof.

"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 hereof.

"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 budget attached hereto as Exhibit E, as described in Section 10.03, and as the same may be updated from time to time to reflect the final Guaranteed Maximum Price for each Infrastructure Component.

"MBE/WBE Program" is defined in Section 10.03 hereof.

"Metra" means the Commuter Rail Division of the Regional Transportation Authority and any successor agency.

"Metra IGA" means the Agreement between the City of Chicago and Metra (Metra Realignment Project) dated November 2023.

"Metra Improvements" is defined in the Recitals hereof.

"MSRB" is defined in Section 8.26(c) hereof.

"Municipal Code" is defined in the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" is defined in Section 16 hereof.

"NFR Letter" means a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

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

"OBM" is defined in Section 8.26(c) hereof.

"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, (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 hereof.

"Prior Expenditure(s)" is defined in Section 4.05(a) hereof.

"Project" is defined in the Recitals hereof.

"Project Budget" means the budget attached hereto as Exhibit E, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" is defined in the Recitals hereof.

"Parking Facility" means the public garage being constructed at [Insert Address] pursuant to that certain Redevelopment Agreement by and between the City and Developer dated [], 2026.

"QIB" is defined in Section 4.03 hereof.

"Redevelopment Area" is defined in the Recitals hereof.

"Redevelopment Plan" is defined in the Recitals hereof.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the TIF Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" means the document, in the form to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Roosevelt/Clark Incremental Taxes" means such ad valorem taxes which, pursuant to the Roosevelt/Clark TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the TIF Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Roosevelt/Clark TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Roosevelt/Clark TIF Adoption Ordinance" is defined in the Recitals hereof.

"Roosevelt/Clark 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.

"Roosevelt Road Improvements" is defined in the Recitals hereof.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project attached as Exhibit C which is attached and incorporated.

"Site Remediation Program" means the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

"Survey(s)" means a plats of survey in the most recently revised form of ALTA/NSPS land title survey of the Property owned by Developer, 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 any Infrastructure Components and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" means the Sustainable Development Policy of the City as in effect on the Closing Date.

"Tax Administrator" is defined in Section 4.03 hereof.

"Tax Administrator Costs" is defined in Section 4.03 hereof.

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2043).

"TIF Act" is defined in the Recitals hereof.

"TIF District Administration Fee" is defined in Section 4.05(b) hereof.

"TIF-Funded Infrastructure Components" 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 Infrastructure Components for the Project.

"TIF Ordinances" means collectively the Roosevelt/Clark TIF Ordinances and the Canal/Congress TIF Ordinances.

"Title Company" means [Chicago Title Insurance Company].

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title to the Property owned by Developer, subject to Permitted Mortgage(s) and showing Developer as the insured in the full amount of the City Funds, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Wells Street Modifications" is defined in the Recitals hereof.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"Warranty Period" is defined in Section 8.06.

"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.

"Work" means all work, materials and activities required, contemplated or conducted or provided for the delivery, installation, construction, and completion of the Project, including all Infrastructure Components.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer shall, pursuant to the Approved Plans and Specifications and subject to the provisions of Section 18.17 hereof, begin construction of the applicable Infrastructure Component on or before the Commencement Date, and complete construction of such Infrastructure Component on or before the Completion Date, indicated in the chart below. The costs of any Infrastructure Component whose Commencement Date occurs later than the applicable Completion Date listed below shall at the City's election not be eligible to receive reimbursement of City Funds. The parties to this Agreement acknowledge and agree that all Infrastructure Components shall be owned by the City, and not owned by the Developer or other private person. Developer shall acquire and dedicate to City any additional right of way required by CDOT in conformity with customary CDOT procedures. The ownership and rights described in the preceding sentence shall remain true and accurate irrespective of the

Developer's source of funds described in Sections 4.01 and 4.02 or otherwise (e.g. Equity, Lender Financing, City Funds) that are directly or indirectly associated with the Infrastructure Components or other portions of the Project. Nothing in this Agreement modifies the Developer's obligations under that certain Agreement for Wells Wentworth Infrastructure and Water Management Facilities dated as of December 20, 2018 by and between the Developer and the City, acting by and through CDOT and its Department of Water Management.

Infrastructure Component	Commencement Date	Completion Date
13th Street Bridge Construction	4/1/2027	12/31/2028
14th Street Construction	10/1/2027	12/31/2028
15th Street Construction	9/1/2028	11/30/2034
LaSalle Street Bridge and Surface Construction	4/1/2028	[11/1/2034]
Wells Street Modifications	9/1/2028	5/31/2029
Clark Street Improvements	12/1/2026	12/31/2028
Roosevelt Road Improvements	6/1/2027	12/31/2028
Metra Improvements	12/1/2026	11/30/2031
15th Street Pedestrian Connector	9/1/2028	11/30/2031

3.02 Preconditions to Construction.

(a) Scope Drawings and Approved Plans and Specifications. Prior to the start of construction of each Infrastructure Component and within two (2) years* of the Closing Date, the Developer will provide to DPD and CDOT in a form consistent with the Scope Drawings, proposed Approved Plans and Specifications, including a project budget for each Infrastructure Component, which are required to be approved by the City in its sole discretion. Upon such approval, they shall be known as the Approved Plans and Specifications for purposes of this Agreement. Developer shall conduct the construction and installation of each Infrastructure Component in accordance with the applicable Approved Plans and Specifications. Each Infrastructure Component shall be completed to CDOT Standards subject to inspection, punch list, final completion and acceptance as provided in Section 7.01. No material deviation from the Approved Plans and Specifications shall be made without the prior written approval of CDOT. The Approved Plans and Specifications shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations.

With respect to any Infrastructure Component that is not built to the Approved Plans and Specifications and not issued an Infrastructure Component Completion Certificate by the City, none of the costs of such Infrastructure Component will be eligible to receive reimbursement from City Funds. At the City's election, Developer shall be required to fund the additional cost of bringing the Infrastructure Component into compliance with the Approved Plans and

Specifications, and such additional costs will not be subject to reimbursement from City Funds until such time as an Infrastructure Component Completion Certificate is issued.

Developer shall retain the services of a qualified and licensed engineer experienced in the construction of Infrastructure Components and approved by CDOT ("Consultant Engineer"). The Consultant Engineer shall report to CDOT and be responsible for seeing that the Infrastructure Components are constructed in accordance with the Approved Plans and Specifications. The Consultant Engineer's scope of work shall include, but not be limited to, preparation of all construction documentation in accordance with the applicable requirements of CDOT's Construction Manual, quality assurance and quality control, review of all contractor submittals including shop drawings, material submittals and catalogue cuts, providing planning coordination, determining the appropriateness of any proposed modifications to the Plans and Specifications, preparing punchlists on behalf of the City and supervising project closeout and acceptance of the work. Staffing shall be as determined by agreement of the City and Developer, and shall be adequate to cover all aspects of the construction of the Infrastructure Components.

After such initial approval, subsequent proposed changes to the Approved Plans and Specifications shall be submitted to CDOT and DPD and any other applicable City agency as a Change Order pursuant to Section 3.04 hereof. The Approved 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, CDOT and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

The deadline for the 15th Street Construction and the LaSalle Street Bridge and Surface Construction is eight (8) years from the Closing Date.

(b) Other Governmental Approvals. Prior to the start of construction of each Infrastructure Component, the Developer shall have 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

(c) Financing. If the sources of funds described in Section 4.01 include any amounts of Equity or Lender Financing, Developer shall have furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the applicable Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer shall furnish proof that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Infrastructure Component.

3.03 Project Budget. In addition to detailed Scope Drawings and Approved Plans and Specifications, prior to the start of construction of each Infrastructure Component, the Developer will provide to DPD and CDOT an estimated project budget for each Infrastructure Component. Starting 4 months following the Closing Date and every month thereafter, the Developer agrees to place \$15,000 in escrow, in an aggregate amount not to exceed \$900,000, for project management oversight for the Project, subject to reimbursement as provided herein.

A final budget approved by DPD in its sole discretion, in consultation with CDOT, will be included as part of the Approved Plans and Specifications and will establish a Guaranteed Maximum Price for each Infrastructure Component. If approved by DPD in its sole discretion, the Guaranteed Maximum Price for an Infrastructure Component may be higher or lower than the estimated budget shown in Exhibit E, but in no case will the reimbursement for all Infrastructure Components exceed the total amount of City Funds. Exhibit E shall be modified to reflect the Guaranteed Maximum Price for an Infrastructure Component established pursuant to this Section 3.03 and may include additional line items.

Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$174,749,770. Developer hereby certifies to the City that, prior to commencing construction on an Infrastructure Component (a) it shall have Lender Financing and Equity described in Section 4.02 hereof in an amount sufficient to pay for all costs; and (b) the Project Budget with respect to such Infrastructure Component is a good faith reasonable estimate of anticipated costs. Developer shall promptly deliver to DPD and/or the applicable City agency 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; provided that, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to any of the following must be submitted by Developer to the City for the City's prior written approval: (a) material amendments or modifications to the Approved Plans and Specifications, (b) a delay in the completion of any Infrastructure Component by 365 days or more; (c) Change Orders resulting in an aggregate increase to the Guaranteed Maximum Price for an Infrastructure Component of more than one percent (1%); (d) any reallocation among line items within the Guaranteed Maximum Price for an Infrastructure Component exceeding 10% of the Guaranteed Maximum Price for such Infrastructure Component, and (e) any delay in a Commencement Date greater than 90 days. The upper limits for any delay or the expenditure of contingency funds shall be mutually agreed upon by the Developer and CDOT for each Infrastructure Component as part of the Approved Plans and Specifications, but in no case shall exceed a delay in the Schedule of more than 365 days, or the expenditure of contingency funds of more than 10% in the aggregate. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to 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, 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 City Approval. Any approval granted by the City of the Approved 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 3.02(b) (Other Governmental Approvals) hereof. Developer shall not commence construction of any Infrastructure Component 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 Approved Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding or insurance as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide the City 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 a notice to DPD as set forth in the final sentence of Section 3.04). Developer shall provide three (3) copies of updated Survey(s) to DPD upon the request of the City or any lender providing Lender Financing, reflecting any Infrastructure Improvements and other improvements made to the Property.

3.08 Inspecting Agent or Architect and Engineer. An independent agent or architect (which may include Developer's architect if approved by DPD) shall 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. If approved by DPD, the inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect (a) is not also the 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.

In addition, prior to the commencement of any Work involving Infrastructure Components to be turned over to City, CDOT may require Developer to hire a qualified engineering firm, to be paid at Developer's expense, subject to reimbursement from City Funds, to perform construction monitoring of the Work as part of this Agreement, with staffing appropriate to the requirements of these monitoring services. The engineering firm and individual engineer(s) assigned to the Work shall report to and be at the direction of the CDOT Commissioner. The qualifications of the firm and the assigned engineers shall be submitted to the CDOT Commissioner for review and approval. The construction monitoring shall be in accordance with the Illinois Department of Transportation Construction Documentation Standards (Red Book). Upon completion of the Work, the engineering firm shall submit a letter to the CDOT Commissioner certifying to both the City and Developer that the Work has been constructed and installed in accordance with the Approved Plans and Specifications and CDOT Standards. If applicable, the letter shall be signed and stamped by an Illinois licensed structural engineer.

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. 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 shall 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 generally applicable requirements governing such connections, including the payment of customary fees and costs related thereto, subject to reimbursement from City Funds. Further Developer shall be responsible for any relocation, adjustment, removal or abandonment of any utility or public service facilities owned or controlled by City or third parties that is required in connection with the Work and the Project as noted in the Approved Plans and Specifications, or that is impacted by the Project or the Work, unless otherwise directed by the City. Developer shall be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

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 \$174,749,770, to be applied in the manner set forth in the Project Budget. Such costs shall be funded through the following sources:

Sources of Funds (1)(2)	Amount
Lender Financing	\$0
City Funds	\$174,749,770
Equity	\$0
Total	\$174,749,770

(1) City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded

Infrastructure Components that constitute Redevelopment Project Costs. 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 hereof.

(2) If the aggregate cost of the TIF-Funded Infrastructure Components 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 Infrastructure Components in excess of City Funds and of completing the Project.

4.02 Developer Funds. If required, 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 Infrastructure Components.

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 Infrastructure Components that constitute Redevelopment Project Costs, or to pay debt service on obligations issued to pay for such Redevelopment Project costs. Exhibit B sets forth, by line item, the TIF-Funded Infrastructure Components for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(c)), 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. The Developer may request in writing to revise Exhibit B to reallocate the maximum amount of TIF-eligible costs among different Infrastructure Components, and such request shall be subject to the approval of the City, in its sole discretion. If such reallocation would result in the TIF-eligible costs being more than the Guaranteed Maximum Price for one or more Infrastructure Components, then the Developer shall, as a condition to such reallocation, provide evidence acceptable to the City in its sole discretion of Lender Financing and/or Equity at least equal to this shortfall.

(b) Sources of City Funds.

i. City Grant. 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 Grant") to pay for or reimburse Developer for the costs of the TIF-Funded Infrastructure Components:

Source of City Funds

Maximum Amount

Available Incremental Taxes

\$An amount not to exceed \$174,749,770; provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note shall at no time exceed \$ 181,156,066

Together with an amount sufficient to pay closing costs, including capitalized interest, reasonable reserves and costs of issuance on obligations issued to finance the Infrastructure Components to the extent such costs are TIF-eligible (the "Financing Costs"); provided, however, that the total amount of City Grant expended for TIF-Funded Infrastructure Components shall be an amount not to exceed the lesser of \$[] or [100]% of the actual total Project costs; and provided further, that the \$[] to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Infrastructure Components and allocated by the City for that purpose only so long as:

(a) The amount of the Available Incremental Taxes to be deposited into the Roosevelt/Clark TIF Fund shall be sufficient to pay for such costs; and

(b) The City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Infrastructure Components, if any;

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Infrastructure Components up to a maximum of \$174,749,770 plus Financing Costs is contingent upon the fulfillment of the conditions set forth above in Section 4.03(a) and Section 4.03(b). In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

The City reserves the right in its sole discretion, prior to the payment of City Funds, to substitute a portion of the referenced sources of City Funds with any legally available funding sources.

Available Incremental Taxes will come first from funds generated from area-wide Incremental Taxes then from the Project PINs generated from the TIF District then, as necessary, from the City's exercise of Transfer Rights.

(ii) City Note. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue one or more City Note(s) to Developer on [Date] provided that the City has received from bond counsel (a) an opinion regarding exclusion of interest on the City Note from gross income for federal income tax purposes under existing law, and (b) an opinion regarding the valid issuance and enforceability of the City Note as a special limited obligation of the City, in form and substance reasonably acceptable to bond counsel and Corporation Counsel. The principal amount of the City Note shall be in an amount equal to the costs of the TIF-Funded Improvements which have been, or are to be, incurred by Developer and are to be reimbursed by the City through payments of principal and interest on the City Note, subject to the provisions hereof; provided, however, that the maximum principal amount of the City Note shall be an amount not to exceed the lesser of \$174,749,770 or 100% of the actual total Project costs; provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note shall at no time exceed \$174,749,770 plus Financing Costs; and provided, however, that payments under the City Note are subject to the amount of Available Incremental Taxes deposited into the Roosevelt/Clark TIF Fund being sufficient for such payments. Any proceeds in excess of the authorized costs under the TIF Act will be used to redeem and discharge a corresponding amount of City Note.

The proceeds of the City Note shall be used solely to pay (i) costs of TIF-Funded Infrastructure Components that constitute capital expenditures, (ii) costs of issuance of the City Note, (iii) capitalized interest on the City Note for a period not exceeding three years from the date of issuance, and (iv) deposits to a debt service reserve fund for the City Note in an amount not exceeding the lesser of (A) 10% of the principal amount of the City Note, (B) 125% of the average annual debt service on the City Note, or (C) the maximum annual debt service on the City Note (collectively, "Permitted Note Expenditures"). Available Incremental Taxes shall be applied to debt service on the City Note as provided herein and may be used to pay TIF-eligible Redevelopment Project Costs on a pay-as-you-go basis;

(c) Disbursement of City Grant. Subject to the conditions described in Section 4.03, the City shall disburse the City Grant in quarterly payments in such amounts to reimburse or pay for incurred costs for TIF-Funded Infrastructure Components as certified to the City in a Requisition Form with required supporting documentation.

(d) Limits on City Funds. Payments under this Agreement are subject to the amount of Available Incremental Taxes deposited into the Roosevelt/Clark TIF Fund being sufficient for such payments. The parties agree that Available Incremental Taxes shall be used in the following order of priority of disbursement:

- (i) Payments due to Metra under the Metra IGA;
- (ii) Current and past interest on the City Note;
- (iii) Principal payments under the City Note;
- (iv) Replenishment of debt service reserve fund with respect to the City Note; and
- (v) City Grant funds available to the Developer under this Agreement.

(e) Intentionally Omitted

(f) Transfer Restrictions. For City Notes, the City will agree to the sale to: (i) one or more Qualified Institutional Buyers ("QIBs") as defined under Rule 144A of the Securities Act of 1933, or to a trust that sells certificates of participation to QIBs; (ii) a lender providing Lender Financing to the Developer for the Project; or, (iii) the Developer or any Affiliate or any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer. The offering and sale of any City Note shall not constitute a "public offering" for purposes of Section 149(a) of the Internal Revenue Code of 1986, as amended.

(g) Project Payments. If City Notes are issued, Available Incremental Taxes will be applied (i) first to the payment of interest, (ii) second to scheduled payments of principal, (iii) third to the replenishment of the debt service reserve fund and (iv) as to the remainder, in the sole discretion of the City, to the prepayment of the City Notes, in whole or in part, subject to any redemption restrictions agreed to by the City at the time of sale of such City Notes, and/or to the Roosevelt/Clark TIF Fund to be applied in the sole discretion of the City.

Each City Note shall include a schedule setting forth the proposed principal amortization (with principal and interest payment dates to occur annually on February 1 of each year, unless otherwise approved by DPD). Failure to pay principal or interest on any City Note due to a lack of

Available Incremental Taxes shall not be an event of default. The City shall not prepay any City Note for a period of up to five years after issuance of such obligation without the consent of the holder of such obligation.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Funds as described in Section 4.03(b)(ii), 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.

4.05 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. Any reimbursement of Prior Expenditures from proceeds of a tax-exempt City Note shall be made only if (i) such reimbursement complies with the requirements of Treasury Regulations Section 1.150-2. Prior Expenditures, if applicable, shall be listed on Exhibit G.

(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 for 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.

4.06 Intentionally Omitted.

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

(a) the total amount of the disbursement request or request for Certificate of Expenditure represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

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

(c) Developer has approved all work and materials for the current disbursement request or request for Certificate of Expenditure, and such work and materials conform to the Approved Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens and Non-Governmental Charges in accordance with Section 8.15(b);

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein 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. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 30 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 or execution of an Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement or execution of a Certificate of Expenditure, 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; provided, however, that upon issuance of a tax-exempt City Note the City's obligations to make payments on the tax-exempt City Note shall be vested without any defense to payment as further described in Section 15.02 hereof.

4.09 Sale or Transfer of the Property or Project. Developer must obtain the prior approval of the City for any sale or transfer of any part of the Property or the Project prior to the issuance of the applicable Infrastructure Component Completion Certificate, except for the Dedications and Property Transactions which shall be deemed approved to the extent closed as provided for in this Agreement.

4.10 Construction Escrow. If City Notes are issued, when applicable, then the City and Developer hereby agree to enter into the Escrow Agreement into which the City Note Proceeds shall be deposited. Except as expressly set forth herein, all disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

4.11 Cost of Issuance. Developer shall be responsible for paying all costs relating to the issuance of the City Note.

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 hereof.

5.02 Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property owned by the Developer, or a binding, signed, marked-up commitment to issue such Initial Title Policy, certified by the Title Company. 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 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 ALTA 9 comprehensive 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.

5.03 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 thereto, 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 of Illinois	Pending suits and judgments, bankruptcy
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

5.05 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.

5.06 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.

5.07 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.8 Financial Statements. Developer has provided Financial Statements to DPD for its most recent three fiscal years and audited or unaudited interim financial statements, provided, however, for purposes of this Section 5.8, unaudited Financial Statements shall be acceptable.

5.9 Intentionally Omitted.

5.10 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and, if necessary, 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. The Developer shall provide the City with a final comprehensive NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof, at or after the Closing Date.

5.11 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles of organization containing the certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement of Developer; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, 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. 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 5.11 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.

SECTION 5A. CONDITIONS PRECEDENT TO EACH INFRASTRUCTURE COMPONENT COMMENCEMENT LETTER

5A.01 Developer Obligations. The Developer covenants not to commence construction of an Infrastructure Component as identified on the Project Budget until the Developer has requested in writing, and the City has issued and delivered to the Developer, a Component Commencement Letter for that Infrastructure Component pursuant to this Section 5A. The Developer's delivery of such request for a Component Commencement Letter shall constitute a certification to the City, as of the date of such request, that 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 under this Agreement or any related agreement, and the representations and warranties contained in this Agreement and any related agreement are true and correct.

Notwithstanding anything contained herein to the contrary, Developer may request, and the City shall issue, a Component Commencement Letter with respect to one or more Early Work Packages comprising less than the entirety of an Infrastructure Component. For purposes of such request, the requirements of this Section 5B.01 shall apply only to the applicable Early Work Package and the scope of work contemplated therein. The Developer may submit separate materials required by this Section 5B applicable solely to such Early Work Package. Upon the City's approval thereof, the City shall issue a Component Commencement Letter authorizing commencement of the applicable Early Work Package.

The issuance of a Component Commencement Letter for an Early Work Package shall not require completion of design, pricing, procurement, contracting, or permitting for the balance of the applicable Infrastructure Component. The Developer may thereafter submit one or more additional requests for Component Commencement Letters covering subsequent Early Work Packages or the remainder of the Infrastructure Component. All approved Early Work Packages shall be deemed part of the applicable Infrastructure Component and all eligible costs incurred pursuant thereto shall constitute Project Costs eligible for reimbursement under this Agreement.

The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of each Component Commencement Letter:

(a) Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget for the Infrastructure Component in accordance with the provisions of Section 3.03 hereof;

(b) Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications for the Infrastructure Component in accordance with the provisions of Section 3.02 hereof;

(c) Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Infrastructure Component, and has submitted evidence thereof to DPD;

(d) Financing. The Developer has furnished proof satisfactory to the City that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Infrastructure Component and satisfy its obligations under this Agreement;

(e) Title. The Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter, showing the Developer as the named insured and satisfying the requirements described in Section 5.02;

(f) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within 45 days of the date the Developer submits the request for a Component Commencement Letter, as described under Section 5.03, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(g) Surveys. The Developer has furnished the City with three (3) copies of the Survey, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter;

(h) Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD;

(i) Opinion of the Developer's Counsel. On the date the Developer submits the request for a Component Commencement Letter, the 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.

(j) Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD of the Prior Expenditures in accordance with the provisions of Section 4.05(a);

(k) Documentation. The Developer has provided documentation satisfactory to DPD and the DOH Construction and Compliance with respect to current employment matters on the prior and pending Infrastructure Components of the Project, the MBE/WBE utilization plan for the pending Infrastructure Component of the Project, and a progress report containing all current information, if any, requested under Section 8.07 herein, and DPD has approved the same;

provided, each such MBE/WBE utilization report will be in the format of the City's Schedule D, D-1, D-2, and D-3 "Compliance Plan Regarding MBE&WBE Utilization"; and provided, further, concurrent with the submission of each such utilization report, Developer must also identify the efforts of outreach, inclusion, and workforce development engaged in by Developer concerning MBE/WBE contracting;

(l) Environmental. The Developer has provided DPD with copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property, other than those previously delivered to the City under Section 5.10, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;

(m) Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form, dated the date the Developer submits the request for a Component Commencement Letter;

(n) Litigation. The Developer has provided to the Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer to complete the pending Infrastructure Component of the Project in accordance with this Agreement, 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;

(o) Leases. Except as already provided to the City in connection with a prior Infrastructure Component, the Developer has provided to the City copies of all executed operating leases, purchase or sale agreements and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments in a manner satisfactory to the City;

(p) Construction Contract. The Developer has submitted a copy of the Construction Contract, Early Work Agreement, Work Authorization, Guaranteed Maximum Price Amendment, or other construction procurement document applicable to the pending Infrastructure Component of the Project pursuant to the requirements of Section 6.01 herein; and

(q) Non-Commencement of Construction. There is no evidence that construction on the Infrastructure Component has yet commenced, unless granted as part of an Early Work Package.

5A.02 City Actions. Upon the City's satisfaction with the Developer's documents as set forth in Section 5A.01 above for each pending Infrastructure Component of the Project, City will issue a Component Commencement Letter to Developer in the form set forth in Exhibit J hereto.

The City acknowledges that a Component Commencement Letter may be issued for less than the entirety of an Infrastructure Component and may authorize one or more Early Work Packages, with additional Component Commencement Letters to be issued for subsequent portions of the same Infrastructure Component.

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, and having an office located in, the City of Chicago. (i) For the TIF-Funded Infrastructure Components, 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 unless otherwise approved by DPD. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Infrastructure Components, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds (ii) 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 Infrastructure Components shall be provided to DPD within ten (10) 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 Approved 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 (excluding general conditions and requirements). 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 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 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. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof 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 one subcontractor to satisfy such obligation shall not result in a default 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) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Infrastructure Components shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Inspection and Turnover

Upon substantial completion of the Work for any Infrastructure Component that is to be owned by the City, Developer shall notify CDOT and the applicable City departments, and the City shall promptly inspect the Work jointly with the Developer. Developer shall provide any necessary documentation, including test protocols and preliminary test results in advance of the inspection with sufficient time for reasonable review. In connection with the inspection, Developer shall, at its own expense, perform all tests and demonstrations reasonably requested by the City. Following the completion of the inspection, City will provide a punch list of items of Work that are to be completed by Developer prior to final acceptance by the City. Upon Developer's final completion of such Work, including all required items on the punch list, all in accordance with the applicable permits and customary procedures for such turnover, including assignments of warranties and commitment for subsequent delivery of as-built plans, City shall accept the Work. The Parties agree to act reasonably to arrange the simultaneous closing of the applicable Dedications and Real Property Transactions for such Work with the necessary turnover of the applicable Infrastructure Component. Following turnover and acceptance of any Work as provided herein, City shall be deemed to have a right of entry to the Property to the extent reasonably required for its ownership and maintenance of the Work turned over and accepted by City; provided however, that Developer will have no responsibility to maintain such Work after turnover and acceptance, except as otherwise provided by agreement with the City or pursuant to applicable Law.

7.02 Dedications and Real Property Transactions.

Simultaneously with the inspection, turnover, final completion and acceptance procedures in Section 7.01 applied to each of the applicable Infrastructure Components, City shall accept corresponding Dedications and Real Property Transactions consistent with customary and legally required City procedures, including required City Council approvals of all plats of dedication. Parties agree to act reasonably to coordinate and effect such simultaneous closings and turnovers.

7.03 Infrastructure Component Completion Certificate.

Upon completion of each Infrastructure Component, and if applicable, turnover in accordance with Section 7.01, as identified on the Project Budget in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer the applicable Infrastructure Component Completion Certificate set forth below, each in recordable form. No Infrastructure Component Completion Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations that pertain to the Infrastructure Component Completion Certificate being requested:

(a) General Conditions applicable to each Infrastructure Component Completion Certificate

(i) The City's Monitoring and Compliance Unit has verified that, at the time the Infrastructure Component Completion Certificate is issued, the Developer is in full compliance as determined on a Project-wide basis, with City requirements set forth in Section 10.01, Section 10.03 (M/WBE) and Section 8.09 (Prevailing Wage) with respect to construction of the Project.

(ii) Evidence acceptable to DPD that the Total Project Cost ("TPC") of each Infrastructure Component is equal to, or in excess of, the TPC for that item in Exhibit E. If the final overall cost is less than the TPC, the City funds will be reduced on a dollar-for-dollar basis.

(iii) The Developer has submitted to DPD adequate documentation of Project Costs incurred and paid by Developer for the Infrastructure Component equal to or exceeding the Guaranteed Maximum Price for the applicable Infrastructure Component.

(iv) There exists neither an Event of Default (after any applicable cure period) 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.

(v) Certification by CDOT or the corresponding public authority that the Infrastructure Component has been completed and built in accordance with Approved Plans and Specifications and the Planned Development.

(vi) Evidence that the Developer has complied with Section 7.01 and 7.02.

(vii) With respect to any Infrastructure Component that has not been completed, the Developer has furnished proof reasonably acceptable to the City that the Developer has or will have Equity and Lender Financing in the amounts set forth in Exhibit E hereof to complete such Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof or will furnish proof at the subsequent closing of the Lender Financing, as applicable, that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in Exhibit E) to complete the construction work contemplated in order to obtain the next Infrastructure Component Completion Certificate.

DPD shall make best efforts to respond to the Developer's written request for an Infrastructure Component Completion Certificate within forty-five (45) days by issuing either the requested Infrastructure Component Completion Certificate or a written statement detailing the ways in which the Infrastructure Component does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer in order to obtain the Infrastructure Component Completion Certificate. The Developer may resubmit a written request for an Infrastructure Component Completion Certificate upon its completion of such measures.

7.04 Effect of Issuance of Certificate; Continuing Obligations. Those covenants specifically described at Sections 8.02 (Covenant to Redevelop), 8.19 (Real Estate Provisions), and 8.21 (Annual Compliance Report) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of an Infrastructure Component Completion Certificate; provided, that upon the issuance of an Infrastructure Component Completion 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 an Infrastructure Component Completion Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.05 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 the City Grant not yet disbursed pursuant hereto;
- (b) if the City Note has not yet been issued, at the City's option, elect not to issue the City Note;

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of bond counsel that such reimbursement will not jeopardize the tax-exempt status of the City Note; and

(d) the right (but not the obligation) to complete those TIF-Funded Infrastructure Components in accordance with the Approved Plans and Specifications that are public improvements and to pay for the costs of TIF-Funded Infrastructure Components (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Infrastructure Components 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 Infrastructure Components in excess of the available City Funds.

7.06 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.

7.07 Stadium Construction Delay or Suspension. The parties acknowledge that the anticipated level and continuity of Stadium use is a material factor in the City's determination to fund the Infrastructure Components. If construction of the Stadium is materially delayed, suspended, or abandoned before completion of the Infrastructure Components, the parties shall consult in good faith regarding whether such circumstances materially affect the approved scope, ownership, public use, public-access terms, operation, or cost allocation for the Infrastructure Components. The mere delay, suspension, or abandonment of Stadium construction shall not, by itself, render previously approved Infrastructure Components costs ineligible for payment from City Funds. However, nothing in this Agreement shall require the City to disburse City Funds for costs that are not included in the approved eligible-cost schedule, are not properly documented in accordance with this Agreement, or cannot lawfully be paid from City Funds because of a material change in the approved scope, ownership, public use, public-access terms, operation, or cost allocation for the Infrastructure Components.

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, including the disbursement of City Funds. Developer represents, warrants and covenants that as of the date of this Agreement, and as of the date of each disbursement of City Funds hereunder, and throughout the Compliance Period:

(a) Developer is a Delaware limited liability company duly organized, validly existing, registered to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer has acquired 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 hereof), including holding sufficient title and interest to the Property to be able to enter into this Agreement and bind the Property to the obligations herein, including those related to the Dedications and Property Transfers;

(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, or, to Developer's knowledge, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has, or will acquire as necessary, 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 which would materially adversely affect its ability to comply with its obligations under this Agreement;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) 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 unless authorized by an ordinance duly adopted by the City Council; (2) subject to Section 18.14 hereof, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business unless authorized by an ordinance duly adopted by the City Council; (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 in connection with Lender Financing, tax credit equity investment or other financing for the Project), or (5) enter into any transaction that would cause a

material and detrimental change to Developer's financial condition; provided that any transfer, including any transfer to an affiliate, to which the City may consent shall not relieve the Developer of its obligations under this Agreement unless expressly approved by the City and such approval may be conditioned on receiving a guaranty from the Developer, a creditworthy affiliate, or an approved third-party, in form acceptable to the City;

(k) Developer has not incurred, and shall not, without the prior written consent of the DPD Commissioner, allow the existence of any liens against the Project which are not promptly discharged or which are being legally contested other than the Permitted Liens or Non-Governmental Charges; or incur any indebtedness, secured or to be secured by Project or any fixtures now or hereafter attached thereto, except Lender Financing; 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 78 Project Account of the Roosevelt/Clark 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) Intentionally omitted;

(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 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;

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Approved 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 Approved 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 for the Term of the Agreement, but shall be deemed satisfied upon issuance by the City of an Infrastructure Component Completion 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, as in effect on the date hereof.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for or reimburse Developer for its payment of the TIF-Funded Infrastructure Components 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 Infrastructure Components (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project; provided, further, that no such amendment shall impose on Developer any covenant, restriction, or payment obligation that would constitute a "private payment" or guarantee under Section 141 of the Internal Revenue Code of 1986, as amended, or otherwise jeopardize the tax-exempt status of any City obligations. 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 Warranty. Developer shall cause warranties for each Infrastructure Component to be provided in durations customary for comparable public infrastructure projects, as reasonably determined by City and in no event less than two (2) years for general work and longer periods as applicable for structural components. In addition to such warranties, Developer shall remain responsible for latent defects, fraud, or willful misconduct, which obligations shall survive expiration of the applicable warranty period.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when an Infrastructure Component 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, the manner in which Developer shall correct any shortfall.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. 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 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 Infrastructure Component. 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. Notwithstanding the foregoing, the City hereby acknowledges that it has approved an Affiliate of the Developer, LR Contracting Company, which may act as the General Contractor.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the TIF Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2020 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.

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

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws.

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, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed copy of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions. The covenants set forth in this Section 8.19 shall run with the land and be binding upon any transferee for the Term of the Agreement.

(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, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (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. This provision is not intended to impose on the Developer personal or other liability for Governmental Charges that is not otherwise imposed under the Law governing the applicable Governmental Charge. This provision is not intended to impose any requirement on the Developer that would cause real property taxes relating to the Project or the Property to fail to have a generally applicable manner of collection.

(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 by Law. This provision is not intended to change the generally applicable manner of collection or contest of the Governmental Charges otherwise set forth in the Law governing the applicable Governmental Charge.

(a) 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

(b) 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; provided, however, that Developer also advised DPD that it has determined, in its own discretion, it will not challenge or contest the applicable Governmental Charge in the manner, if any, provided by Law. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes. Developer agrees to notify the City in writing at least 30 days prior to initiating, seeking, or applying for any real estate tax incentive or classification change under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, that would reduce the assessed valuation of the Property below the then-current assessed valuation. This notice requirement shall not restrict Developer's right to seek any such incentive or classification change.

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Within 30 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 that there has been a change in use and ownership of the Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(e) Tax-Exempt Note Limitations. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall be construed to (i) require the Developer to make any payment, directly or indirectly, that constitutes a "private payment" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, (ii) restrict the Developer's right to contest or appeal any property tax assessment in accordance with generally applicable law, or (iii) create a guarantee, pledge, or other credit support by the Developer for the City's payment obligations on any tax-exempt City Note. The City's obligation to pay any tax-exempt City Note is limited solely to Available Incremental Taxes, and Developer shall have no obligation to make any payment on account of any deficiency in Available Incremental Taxes.

8.20 [Intentionally omitted]

8.21 Annual Compliance Report.

(a) Beginning with the issuance of the Infrastructure Component Completion Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 60 days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof. The covenants set forth in this Section 8.21 shall run with the land and be binding upon any transferee for the Term of the Agreement.

(b) Starting when the Infrastructure Component Completion Certificate is issued and continuing throughout the Term of the Agreement, Developer shall cause to be submitted to DPD each calendar year an Annual Report of Incremental Taxes not later than February 1st of the subsequent calendar year. Failure by Developer to submit the Annual Report of Incremental Taxes before February 15th of a relevant year shall constitute an Event of Default under Section 15.01, without notice or opportunity to cure pursuant to Section 15.03. If Developer defaults in submitting the Annual Report of Incremental Taxes in any year, the City may engage its own financial consultant to prepare the report and the cost thereof shall be reimbursed to the City from City Funds to the extent available for payments on the City Note.

8.22 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant 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.

8.23 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have complied with the Chicago Sustainable Development Policy for the Project within 1 year after the date of the Infrastructure Component Completion Certificate. If a default occurs under this Section 8.23, the City shall have the right to reduce the City Funds by \$250,000 as described in Section 15.02.

8.24 Intentionally Omitted.

8.25. 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. 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.

8.26 Continuing Information Agreement. Developer covenants and agrees as follows:

(a) For each tax collection year following the date the Certificate is issued pursuant to Section 7.03, Developer shall engage a recognized financial consultant to prepare an annual continuing information report (the "Consultant's Report") that sets forth as of its date the following information:

(i) a description of the Redevelopment Area, including all redevelopment agreements relating to the Redevelopment Area;

(ii) a description of the Project;

(iii) a status update of the Project, including information on construction, occupancy, leasing or sales, as applicable;

(iv) a listing of the top ten taxpayers in the Redevelopment Area; and

(v) for the property within the Redevelopment Area from which incremental taxes will be used to pay the City Note(s), by tax codes or PINs, as applicable, for the last five collection years:

- (A) the equalized assessed value;
- (B) the initial equalized assessed value;
- (C) the incremental equalized assessed value;
- (D) the composite tax rates;
- (E) the available incremental taxes;
- (F) the debt service of the City Note(s); and
- (G) the debt service coverage ratio.

(b) The Consultant's Report shall be signed by the consultant and available to Developer no later than February 1 following each tax collection year. If Developer fails to obtain the Consultant's report by the date required, DPD may engage its own financial consultant to prepare the report and the cost thereof shall be reimbursed to the City from monies available in the Roosevelt/Clark TIF Fund.

(c) Each Consultant's Report shall include in a prominent place the following disclaimer:

"The City's Office of Budget and Management ("OBM") produces five year District Projection Reports for each TIF district in the City for the purpose of evaluating resources and project balances. This information is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The reports and the projections including therein are not audited and do not represent a final accounting of funds. The reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from available incremental taxes. Investors in such obligations are cautioned not to rely on any of the information contained in the District Projection Reports."

(d) If any Consultant's Report contains projections, the consultant shall consider the publicly available TIF-wide projections from the OBM and provide an explanation as to the discrepancy, if any, between the consultant's projections and those of OBM. In addition, the consultant shall state in the Consultants Report all assumptions used in formulating the projections.

(e) Developer shall cause the following documents to be disseminated through the Electronic Municipal Market Access ("EMMA") system for municipal securities disclosure maintained by the Municipal Securities Rulemaking Board (the "MSRB") or through any other

electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended:

- (i) Within five (5) days of the issuance of the City Note:
 - (A) This Agreement, including the specimen of the City Note;
 - (B) The original feasibility study delivered to DPD; and
 - (C) On the date of the closing of any third party sale of the City Note or any beneficial interests therein by Developer: the private placement or limited offering memorandum used by or on behalf of Developer in connection with the sale.
- (ii) By February 15 of each year:
 - (A) All redevelopment agreements with respect to the Redevelopment Area that have been made publicly available by DPD;
 - (B) Annual financial statements of the Redevelopment Area that have been made publicly available by DPD; and
 - (C) The Consultant's Report.
- (f) Developer shall deliver to DPD each of the documents set forth in subparagraph (e) above on the date such documents are disseminated through EMMA.
- (g) Developer shall be responsible to pay or make provision for all costs and expenses relating to Developer's obligations under this Agreement, including but not limited to the fees and expenses of the Consultant and the costs of filing with EMMA. 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.
- (h) City and Developer may agree to modify any of the requirements described in this Section 8.26.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of an Infrastructure Component Completion Certificate) shall be in effect throughout the Term of the Agreement.

8.28 Increment and Rate of Return Reporting. As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report the Project's stated rate of return, if any, identified by the Developer to the City, which 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" 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 DPD 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 DPD 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 F hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 30 percent by MBEs.
- (2) At least 10 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) 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 the City Grant 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 change based on 2FM review]

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, Approved Plans and Specifications and all amendments thereto, the Bond Ordinance 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

[This section is subject to change based on Risk Management review]

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. Upon execution and delivery of this Agreement.

1) Workers' Compensation and Employer's Liability

As applicable, 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.

2) 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.

City must be provided additional insured status with respect to liability caused, in whole or in part, by Developer's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 04 13 and CG 2037 04 13 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by Developer's acts or omissions, whether such liability is attributable to the Contactor or to City. The full policy limits and scope of protection also will apply to City as an additional insured, even if they exceed 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 City to the extent of Developer's indemnification obligations herein.

3) Automobile Liability

If applicable, 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 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. City is to be added as an additional insured on a primary, non-contributory basis to the extent of Developer's indemnification obligations herein.

4) Blanket Crime

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 of Public Infrastructure. Before the commencement of the construction of any portion of the Project, unless otherwise stated herein, until final completion, Developer or its Contractor 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:**

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$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.

2) 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 five (5) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), 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 Insured 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 Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

City must be provided additional insured status with respect to liability caused, in whole or in part, by Insured's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 04 13 and CG 2037 04 13 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by any Insured's acts or omissions, whether such liability is attributable to the Insured or to City. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

3) 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 \$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. 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.

4) Umbrella or Excess Liability

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$50,000,000 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 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.

5) Professional Liability

With respect to any consultants, engineers or architects retained by Developer, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$25,000,000 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 the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

6) Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of Developer, Developer must maintain applicable Pollution Liability Insurance with limits no less than \$5,000,000 per occurrence or claim and \$25,000,000 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, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. If written on a claims made basis, 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 five (5) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of City. 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 Developer or to City on an additional

insured endorsement form acceptable to City. City is to be named as an additional insured on a primary, non-contributory basis. Developer and any Subcontractor(s) 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.

Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

7) Builders Risk (Course of Construction)

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. City of Chicago is to be named as an additional insured and loss payee.

8) 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 Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

9) Marine Protection & Indemnity

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. City of Chicago is to be named as an additional insured.

10) Cyber Liability

If any personal identifiable information, personal identifiable credit information, or protected health information is collected, processed, stored or maintained by Developer, City's network, computers, systems or data, including data hosted by third party, is accessed by Developer, or Project includes technology, operational technology, building automation, security systems, or network-connected infrastructure, Cyber Liability must

be maintained with limits of not less than \$10,000,000 for cyber incident, and coverage must include the following:

- Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Developer or any subcontractor or cloud service provider used by Developer;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and/or services provided by or created by Developer, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Developer;
- PCI fines, fees, penalties, and assessments;
- Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Developer must provide a copy of the declarations page confirming the details of the cyber insurance policy. Developer will be responsible for all deductibles, self-insured retentions or waiting period requirements. Developer shall provide any coverage sublimits under the policy. In the event Developer maintains broader coverage and/or higher limits than the minimums shown above, City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Developer shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

11) Blanket Crime

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.

12) Property

Developer is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement. Developer is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Developer.

C. Post Construction.

1) All Risk Property

Developer shall maintain All Risk Property Insurance for the portion of the project owned or controlled by the Developer. Coverage shall be written on a replacement cost basis and shall include, without limitation, building/facility, structures, improvements, materials, systems and equipment. City is to be named as an additional insured and loss payee/mortgagee if applicable.

D. Additional Requirements

Evidence of Insurance. Developer must furnish City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, 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. Developer must submit evidence of the coverages required in Section 12A upon execution of Agreement. The receipt of any COI does not constitute agreement by City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of City to obtain, nor 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 City of any of the required insurance provisions. City in no way warrants that the insurance required herein is sufficient to protect Developer for liabilities which may arise from or relate to the Agreement. City reserves the right to obtain complete, certified copies of any required redacted insurance policies at any time.

Failure to Maintain Insurance. Failure of 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 the Agreement, and City retains the right to

suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Developer must provide for thirty (30) days prior written notice to be given to 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, Excess 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 City under all required insurance herein for any loss arising from or relating to this Agreement. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether City receives a waiver of subrogation endorsement for Developer's insurer(s).

Developers Insurance Primary and Noncontributory. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VII, unless otherwise approved by City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

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, 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 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, Developer

will be responsible for the acquisition and cost.

Insurance required of Developer, Contractor and Subcontractors. Developer shall name the Subcontractor(s) as a named insured(s) under Developer's insurance or Developer will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Developer must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Developer, but these limits must be adequate to cover all potential liabilities. Should Developer accept coverage limits from Subcontractor(s) less than those outlined in Section A, Developer shall be responsible for any gap in the required coverage limits in the event of a loss. Developer shall determine if Subcontractor(s) must also provide any additional coverages. Developer is responsible for ensuring that each Subcontractor has named City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to City. Developer is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by City, Developer must provide to City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. City reserves the right to obtain complete, certified copies of any required redacted insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements upon thirty (30) days' prior written notice to Developer.

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 Infrastructure Components 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 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, 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;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the death of any individual 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) prior to the end of the Term of the Agreement, without the prior written consent of the City, a majority of the ownership interests of Developer are sold or transferred without the prior written consent of the City or any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's 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 or as otherwise expressly permitted by this Agreement;

(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 all Infrastructure Component Completion Certificates prior to the 8th anniversary of the Closing Date.

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 issued and outstanding shares of stock or membership interests.

15.02 Remedies. Subject in all respects to the security documents delivered in connection with the issuance of any City Notes, 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, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid; provided, however, notwithstanding any conflicting provision herein, upon issuance of a tax-exempt City Note the City's obligations to make payments on such tax-exempt City Note shall be vested without defense to payment (other than insufficiency of Available Incremental Taxes) including as a result of an Event of Default, and the City's obligation to make payments on the tax-exempt City Note shall survive any termination of this Agreement.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23, Sustainable Development Policy, the City shall have the right to seek reimbursement of \$250,000 of City Funds by reducing one or more annual payments or requiring the Developer to return City Funds. If the City reduces the City Funds paid as described in the preceding sentence, the City shall have no other remedy for the Developer's failure to comply with Section 8.23.

Subject to the foregoing, the City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event 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 no cure period shall apply to Developer's failure to comply with Section 8.21.

The security documents delivered in connection with the issuance of any City Notes may provide for additional cure rights to the trustee for, or holders of, such instruments.

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 herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage

or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of an Infrastructure Component Completion 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 DPD Commissioner.

SECTION 17. NOTICE

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

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Roosevelt/Clark Partners, LLC 350 W. Hubbard St. Suite 300 Chicago, IL 60654 Attention: Curt Bailey
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, IL 60606 Attention: Katie C. Jahnke Dale

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than ten percent (10%) 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.

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, if any, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the DPD Commissioner, or any matter is to be to the City's, DPD's or the DPD 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 DPD Commissioner in writing, in the reasonable discretion thereof. The DPD 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. Until Infrastructure Components financed by City Note(s) have been completed as evidenced by issuance of the Infrastructure Component Completion Certificates for the 13th Street Bridge Construction, 14th Street Construction, 15th Street Construction, LaSalle Street Bridge and Surface Construction, Wells Street Modifications, Clark Street Improvements, Roosevelt Road Improvements, Metra Improvements and 15th Street Pedestrian Connector, the Developer's interest in this Agreement shall not be sold, assigned, or otherwise transferred in whole or in part unless authorized by an ordinance duly adopted by the City Council; provided, however, the foregoing shall not apply to the Developer's execution of a Collateral Assignment. 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 8.27 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and

permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business

relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.21. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

18.22 Amendment and Restatement. All terms, conditions, and provisions of the Original Agreement are superseded, replaced, and merged into this Agreement in their entirety. The parties agree that actions taken under the Original Agreement before this Agreement was executed shall be governed by this Agreement as if initially made under this Agreement. The parties agree that because this Agreement amends and restates the Original Agreement in its entirety, entering into this Agreement shall have no effect on the recording priority of the Original Agreement, and this Agreement shall relate back to the date the Original Agreement was originally recorded in the land title records of Cook County, Illinois.

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.

ROOSEVELT/CLARK PARTNERS, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

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 Roosevelt/Clark Partners, LLC, a Delaware 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 _____

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.

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 _____, 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 the 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 _____

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.

CITY OF CHICAGO

By: _____
Commissioner of Transportation

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 Transportation (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 the 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 _____

PARCEL 1:

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 93.27 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A

DISTANCE OF 29.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID 33.0 FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42 FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE

SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS:

(EXCEPTION PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3 ON THE WEST LINE OF CLARK STREET, MEASURED NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO;

THENCE NORTH 5 DEGREES 36 MINUTES WITH THE LAST DESCRIBED LINE A DISTANCE OF 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY A POINT ON THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES A DISTANCE OF 262.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1:

(EXCEPTION PARCEL 2)

THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION OF THE EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET; THENCE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE AND 32.4 FEET DISTANT SOUTHWESTERLY PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE SOUTHEASTERLY ON A CURVED LINE AT RIGHT ANGLES THEREFROM 136.9 FEET; 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1:

(EXCEPTION PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION OF THE EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE SOUTHEASTERLY WITH A RADIUS OF 407.8 FEET A DISTANCE OF 30 FEET; THENCE SOUTH 89 DEGREES AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT; THENCE SOUTH 30 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 35, A DISTANCE OF 227.6 FEET TO THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, AT THE POINT OF INTERSECTION OF SAID LINE WITH THE EASTERLY BOUNDARY LINE

OF THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE TO THE SOUTHWEST, WITH A RADIUS OF 1,910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET, THENCE NORTHWESTWARDLY ALONG SAID ARC, A DISTANCE OF 96.07 FEET TO A POINT WHICH IS 57.28 FEET, NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND 739.73 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE 34 MINUTES 54 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE TO A POINT WHICH IS 280.80 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AND 787.91 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST WITH A RADIUS OF 1,910.08 FEET, A DISTANCE OF 180.16 FEET TO A POINT WHICH IS 100.90 FEET SAID SOUTH LINE OF WEST TAYLOR STREET AND 796.52 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTH 00 DEGREES, 11 MINUTES 05 SECONDS ALONG A STRAIGHT LINE, SAID DISTANCE OF 100.90 FEET TO SAID SOUTH LINE OF WEST TAYLOR STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 299.47 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 05 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 837.84 FEET TO A POINT WHICH IS 9.96 FEET NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 42.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. ALSO EXCEPTING FROM PARCELS 1 AND 2

STADIUM PARCEL:

THAT PART OF SUNDRY LOTS, BLOCKS AND ALL STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) THAT PART OF SUNDRY LOTS AND BLOCKS IN THE EAST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, (VACATED OCTOBER 30, 1860) AND TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF S. WELLS STREET WITH THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21), SAID POINT BEING 201.13 FEET EAST OF THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST ALONG SAID EAST LINE OF S. WELLS STREET 305.76 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 234.06 FEET TO THE POINT OF

BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 534.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 52.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 27.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 666.39 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 10 SECONDS WEST 559.57 FEET TO SAID EAST LINE OF S. WELLS STREET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST ALONG SAID EAST LINE 720.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 402,232 SQUARE FEET OR 9.234 ACRES, MORE OR LESS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY MEMORANDUM OF DECLARATION OF EASEMENT DATED NOVEMBER 24, 1999, AND RECORDED DECEMBER 2, 1999 AS DOCUMENT NUMBER 09127751, MODIFIED BY FIRST AMENDMENT TO DECLARATION OF EASEMENT DATED FEBRUARY 28, 2001 AND RECORDED MARCH 14, 2001 AS DOCUMENT NUMBER 0010200264, AND RERECORDED MARCH 21, 2001 AS DOCUMENT NUMBER 0010224736, AS FOLLOWS:

THE EAST 35 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, AT THE POINT OF INTERSECTION OF SAID LINE WITH THE EASTERLY BOUNDARY LINE OF THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE TO THE SOUTHWEST, WITH A RADIUS OF 1,910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET, THENCE NORTHWESTWARDLY ALONG SAID ARC, A DISTANCE OF 96.07 FEET TO A POINT WHICH IS 57.28 FEET, NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND 739.73 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE 34 MINUTES 54 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE TO A POINT WHICH IS 280.80 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AND 787.91 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST WITH A RADIUS OF 1,910.08 FEET, A DISTANCE OF 180.16 FEET TO A POINT WHICH IS 100.90 FEET SAID SOUTH LINE OF WEST TAYLOR STREET AND 796.52 FEET WEST OF SAID WEST LINE OF SOUTH CLARK STREET; THENCE NORTH 00 DEGREES, 11 MINUTES 05 SECONDS ALONG A STRAIGHT LINE, SAID DISTANCE OF 100.90 FEET TO SAID SOUTH LINE OF WEST TAYLOR STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST

ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 299.47 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 05 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 837.84 FEET TO A POINT WHICH IS 9.96 FEET NORTH OF THE NORTH LINE OF SAID WEST ROOSEVELT ROAD AND THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 42.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE, IRREVOCABLE, TEMPORARY EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 20, 2001 AND RECORDED APRIL 17, 2001 AS DOCUMENT 0010311632 FOR THE PURPOSE OF STAGING CONSTRUCTION OF THE WELLS STREET EXTENSION OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND 10 FEET WIDE, RUNNING THE FULL LENGTH, NORTH TO SOUTH, OF THE FOLLOWING DESCRIBED PROPERTY AND ADJOINING THE WESTERN BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND COMPRISED OF A PART OF BLOCKS 105 AND 106 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO A PART OF LO STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SAID SCHOOL SECTION ADDITION TO CHICAGO, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 105 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF W. TAYLOR STREET) SAID POINT BEING 5.00 FEET ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 104 IN SAID SCHOOL SECTION ADDITION (SAID WEST LINE BEING ALSO THE EAST LINE OF S. WELLS STREET) AND RUNNING THENCE WESTWARDLY ALONG SAID NORTH LINE OF BLOCK 105 TO A POINT, A DISTANCE OF 65.0 FEET TO THE POINT OF BEGINNING, OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF BLOCK 104, A DISTANCE OF 100.90 FEET; THENCE SOUTHWARDLY ALONG A CURVED LINE TANGENTIAL TO THE LAST DESCRIBED COURSE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1910.08 FEET, AN ARC DISTANCE OF 180.16 FEET TO THE POINT OF TANGENCY, SAID POINT BEING 280.98 FEET SOUTH FROM SAID SOUTH LINE OF TAYLOR STREET, MEASURED PARALLEL WITH THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED, WEST OF THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 508.47 FEET TO A POINT OF CURVE, SAID POINT BEING 57.28 FEET NORTH FROM THE NORTH LINE OF WEST ROOSEVELT ROAD AS NOW WIDENED, MEASURED PARALLEL TO THE WEST LINE OF CLARK STREET AS NOW ESTABLISHED, WEST FROM THE WEST LINE OF CLARK STREET, AS NOW ESTABLISHED, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD; THENCE SOUTHWARDLY ALONG A CURVED LINE TANGENTIAL TO THE LAST DESCRIBED COURSE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1910.08 FEET, A DISTANCE OF 57.64 FEET TO A POINT ON THE NORTH LINE OF WEST ROOSEVELT ROAD, AS NOW WIDENED, SAID POINT BEING 733.41 FEET

WEST OF THE WEST LINE OF SOUTH CLARK STREET, AS NOW ESTABLISHED, AS MEASURED ALONG THE NORTH LINE OF WEST ROOSEVELT ROAD AS NOW WIDENED; THENCE WESTWARDLY ALONG THE NORTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, A DISTANCE OF 67.59 FEET TO AN INTERSECTION WITH A LINE WHICH IS 65.00 FEET WESTERLY OF AND PARALLEL WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 104 IN SAID SCHOOL SECTION ADDITION; THENCE NORTHWARDLY ALONG SAID PARALLEL LINE A DISTANCE OF 843.83 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 105; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. AND;

A PARCEL WITHIN THE SOUTHERLY EXTENDED EAST AND WEST LINES OF CACCIATORE WELLS STREET PARCEL FROM THE NORTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, TO THE NORTHERLY LINE OF THE VENTURE PROPERTY.

PARCEL 5:

AN UNDIVIDED 1/2 INTEREST IN THAT PART OF VACATED WEST 16TH STREET IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 1 IN BLOCK 4 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF LOT 1 BEING THE SOUTH LINE OF VACATED 16TH STREET FOR A DISTANCE OF 110.70 FEET TO THE CENTER LINE OF VACATED SOUTH LASALLE STREET; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION THEREOF 33.0 FEET TO THE SOUTH LINE OF EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED 110.70 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE LAST DESCRIBED LINE 33.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address and PINs:

17-21-203-004-0000	17-21-210-002-0000
17-21-203-005-0000	17-21-210-003-0000
17-21-203-006-0000	17-21-210-004-0000
17-21-203-007-0000	17-21-210-005-0000
17-21-204-001-0000	17-21-210-006-0000
17-21-206-001-0000	17-21-210-007-0000
17-21-207-001-0000	17-21-210-062-0000
17-21-208-002-0000	17-21-210-064-0000
17-21-208-004-0000	17-21-210-086-0000
17-21-208-005-0000	17-21-210-090-0000
17-21-209-006-0000	17-21-210-092-0000
17-21-209-007-0000	17-21-210-095-0000
	17-21-210-098-0000
	17-21-502-001-0000
	17-21-503-003-0000
	17-21-202-001-0000

(Sub)Exhibit "B".

(To Amended And Restated 78 Redevelopment Agreement)

TIF-Funded Infrastructure Components.

Infrastructure Component	Guaranteed Maximum Price	% TIF Eligible	TIF Eligible Cost
13 th Street Bridge Construction	\$18,284,108	100%	\$18,284,108
14 th Street Construction	\$11,190,302	100%	\$11,190,302
15 th Street Construction	\$12,309,129	100%	\$12,309,129
LaSalle Street Bridge and Surface Construction	\$58,402,835	100%	\$58,402,835
Wells Street Modifications	\$5,533,786	100%	\$5,533,786
Clark Street Improvements	\$12,209,785	100%	\$12,209,785
Roosevelt Road Improvements	\$8,834,683	100%	\$8,834,683
Metra Improvements	\$36,050,838	100%	\$36,050,838
15 th Street Pedestrian Connector	\$12,384,303	100%	\$12,384,303
Total Estimated Construction Costs*	\$174,749,770	100%	\$174,749,770

(Sub)Exhibit "C".

(To Amended And Restated 78 Redevelopment Agreement)

Scope Drawings.

[Unavailable at time of printing.]

* 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 Project Budget.

(Sub)Exhibit "D".
(To Amended And Restated 78 Redevelopment Agreement)

Dedications And Property Transactions.

- 13th Street Bridge Construction -- Metra release of Railroad Easement to Developer and subsequent conveyance to City of dedication of bridge (easement).
- 14th Street Construction -- customary street dedication.
- 15th Street Construction -- customary street dedication.
- LaSalle Street Bridge and Surface Construction -- customary street dedication.
- Wells Street Modifications, Clark Street Improvements, and Roosevelt Road Improvements -- If additional right-of-way is needed, Developer shall acquire and dedicate to City any additional right-of-way required by CDOT in conformity with customary CDOT procedures.
- Metra Improvements -- Developer shall acquire and convey to City any property rights needed for the Project as reasonably determined by DPD in conformity with their customary procedures.

(Sub)Exhibit "E".
(To Amended And Restated 78 Redevelopment Agreement)

Project Budget.

Infrastructure Component	Infrastructure Item Budget
13 th Street Bridge Construction	\$18,284,108
14 th Street	\$11,190,302
15 th Street	\$12,309,129
LaSalle Street	\$44,233,438
LaSalle Street	\$14,169,397

Infrastructure Component	Infrastructure Item Budget
Wells Street Modifications	\$5,533,786
Clark Street Improvements	\$12,209,785
Roosevelt Road Improvements	\$8,834,683
Metra Improvements	\$36,050,838
15 th Street Pedestrian Connector	\$12,384,303
Total TIF Eligible Budget	\$174,749,770

(Sub)Exhibit "F".

(To Amended And Restated 78 Redevelopment Agreement)

MBE/WBE Budget.

Public Infrastructure RDA M/WBE Budget			
	Total Infrastructure	Pedestrian Bridge	Total
Eligible M/WBE Costs	\$146,368,071	\$9,498,757	\$155,866,827
MBE 30%	\$ 43,910,421	\$2,849,627	\$ 46,760,048
WBE 10%	\$ 14,636,807	\$ 949,876	\$ 15,586,683
Total M/WBE Budget	\$ 58,547,228	\$3,799,503	\$ 62,346,731

(Sub)Exhibit "G".

(To Amended And Restated 78 Redevelopment Agreement)

Prior Expenditures.

[Not Attached For Introduction]

(Sub)Exhibit "H".
(To Amended And Restated 78 Redevelopment Agreement)

Form Of Tax-Exempt City Note.

INVESTMENT IN THIS NOTE INVOLVES A HIGH DEGREE OF RISK. IT IS SUITABLE ONLY FOR PERSONS WHO ARE ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS. NO ASSURANCE CAN BE PROVIDED THAT THE HOLDER OF THIS NOTE WILL NOT LOSE ITS ENTIRE INVESTMENT IN THIS NOTE. SEE "NOTEHOLDER RISKS" ATTACHED TO THIS NOTE.

THIS NOTE IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR LIQUIDITY. THIS NOTE MAY ONLY BE TRANSFERRED IN THE MANNER AND SUBJECT TO THE LIMITATIONS PROVIDED IN THE REDEVELOPMENT AGREEMENT.

THE CITY DOES NOT ENDORSE PROJECTIONS OF ANY KIND FROM ANY SOURCE AS TO THE SUFFICIENCY OF ALLOCATED AVAILABLE INCREMENTAL TAXES TO PAY PRINCIPAL OF AND INTEREST ON THIS NOTE. INVESTORS WHO RELY ON SUCH PROJECTIONS DO SO AT THEIR OWN RISK.

PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE [] ACCOUNT, AS DEFINED IN THE HEREINAFTER DEFINED REDEVELOPMENT AGREEMENT. THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF ALLOCATED AVAILABLE INCREMENTAL TAXES MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

REGISTERED

NO. R-1

PRINCIPAL
AMOUNT

\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE (_____
REDEVELOPMENT PROJECT), [TAX-EXEMPT SERIES [A]

Registered Owner: [Developer]

ISSUE DATE:

Interest Rate: _____ per annum

Maturity Date: _____, _____ [twenty years from issuance date]

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note, in accordance with the ordinance hereinafter referred to in the principal amount of \$_____ and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Principal of and interest on this Note, payable solely from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement), is due February 1 of each year until the earlier of Maturity or until this Note is paid in full. A principal amortization schedule is attached as an exhibit to this Note. Payments shall first be applied to interest. Interest on this Note due on February 1 and _____ shall be paid from amounts on deposit in a capitalized interest fund maintained by _____ pursuant to [insert trust and depository documents] The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in fully registered form in the principal amount of \$_____ for the purpose of paying the costs of certain eligible redevelopment project costs incurred by _____ [INSERT NAME OF DEVELOPER] (the "Project"), which were [acquired], [constructed] and [installed] in connection with the development of an

approximately [_____ acre/_____ square foot] site/building in the _____ Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act") , the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on _____, _____ (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE _____ ACCOUNT OF THE ROOSEVELT/CLARK TIF FUND (AS DEFINED IN THE ORDINANCE [AND REDEVELOPMENT AGREEMENT]). THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF ALLOCATED AVAILABLE INCREMENTAL TAXES MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

The Note shall be subject to partial redemption from unexpended proceeds in the Construction Escrow upon completion of the Project as more fully described in Section [_____] of the Construction Escrow Agreement among the City, the Developer and [Name of Title Company].

The principal of this Note is also subject to redemption on any date on or after [insert date that is five years after the date of issuance], as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed, plus accrued interest to the date of redemption. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT TO (I) AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) or (7) UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") THAT DELIVERS TO THE CITY AN INVESTOR LETTER IN THE FORM OF EXHIBIT I TO THE REDEVELOPMENT AGREEMENT REFERENCED BELOW, OR (II) A PERSON (OTHER THAN A DEALER) WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A(a)(1) UNDER THE SECURITIES ACT. ANY HOLDER OF THIS NOTE IS REQUIRED TO NOTIFY ANY POTENTIAL PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [_____, ____] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to [acquire] and [construct] the Project and to advance funds for the [construction of certain facilities] related to the Project on behalf of the City and to be reimbursed from amounts on deposit in the Construction Escrow. The cost of such acquisition and construction in the amount of \$[_____] shall be deemed to be a disbursement of the proceeds of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

This Note may be transferred only in the manner and subject to the limitations provided in Section [18.21] of the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, ____.

Mayor

(SEAL)

Attest:

City Clerk

CERTIFICATE

OF

AUTHENTICATION

Registrar

and Paying

Agent

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation
Revenue Note (_____
Redevelopment Project), [Tax-Exempt]
Series [A], of the City of
Chicago, Cook County, Illinois.

Comptroller

Date:

[Note: Use Applicable Definition: (Available Incremental Taxes v. Incremental Taxes)]

[The following "Noteholder Risks" constitutes an integral part of this Note.]

NOTEHOLDER RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Loss of Investment

Investment in the Note involves a high degree of risk. It is suitable only for persons who are able to bear the economic risks of the investment, including total loss. No assurance can be provided that prospective holders of the Note will not lose their entire investment in the Note.

Lack of Liquidity

The Note is suitable only for persons who have no need for liquidity. The transferability of the Note is restricted. The Note may only be transferred in the manner and subject to the limitations provided in the Redevelopment Agreement. Investors in the Note must be prepared to hold the Note until the maturity of the Note.

Reliance on Projections

The City does not endorse projections of any kind from any source as to the sufficiency of Available Incremental Taxes to pay principal of and interest on the Note. Investors who rely on any such projections do so at their own risk.

The City's Office of Budget and Management ("OBM") produces five-year projection reports for each TIF district in the City for the purpose of evaluating resources and project balances ("District Projection Reports"). This information, which is currently publicly available, is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The District Projection Reports and the projections included therein are not audited and do not represent a final accounting of funds. The District Projection Reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from Incremental Taxes, including the Note. Prospective investors in the Note are cautioned not to rely on any of the information contained in the District Projection Reports.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE ALLOCATED AVAILABLE INCREMENTAL TAXES AFTER PAYMENT OF ALL OBLIGATIONS HAVING A PRIORITY OVER THE NOTE, IF ANY, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. [The Developer] engaged a [consultant] to deliver a [feasibility report][projection report] to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes. The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board or any other website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the availability of Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

[USE THE FOLLOWING PARAGRAPH IF THE NOTE PAYMENTS WILL BE PAID FROM PROJECT PINS ONLY]

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the [Property/Land/Project – USE THE RDA DEFINED TERM FOR THE REAL PROPERTY] to be less than the originally projected equalized assessed value. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

[USE THE FOLLOWING PARAGRAPH IF THE NOTE PAYMENTS WILL BE PAID FROM PROJECT AREA-WIDE INCREMENT]

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property or any other properties in the Project Area may cause the equalized assessed value of properties in the Project Area to be less than the originally projected equalized assessed value. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

1. Property tax rates are calculated by the Cook County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.

2. Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.

3. Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF INCREMENTAL TAXES COLLECTED OR DISTRIBUTED AND THEREFORE A MATERIAL EFFECT ON THE AMOUNT OF AVAILABLE INCREMENTAL TAXES FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON THE NOTE.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay principal of and interest on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay principal of and interest on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay principal of and interest on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the real properties in the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. Similarly, there can be no assurance that the improvements in the Project Area will be sufficiently insured under fire and extended coverage insurance policies. Even if such insurance is sufficient, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild said improvements. The restoration of such improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay principal of and interest on the Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect Available Incremental Taxes available for payment of principal of and interest on the Note.

Failure to Sell or Lease Property

At the time of Note issuance, the redevelopment plan called for the Developer [to sell/lease to commercial or industrial enterprises/retailers prior to/in connection with] completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of and interest on the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses or terminate or default on their leases, and substitutes or replacements cannot be made on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other "Acts of God" affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Incremental Taxes which would result in the reduction or elimination of Available Incremental Taxes to pay principal of and interest on the Note.

Contiguous Project Areas

The Project Area is, or may become, contiguous with other redevelopment areas designated by the City pursuant to the TIF Act. The TIF Act allows the City to expend Incremental Taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes, along with the amounts required to (i) pay principal and interest coming due on the Note in any year, and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement, are allocated to a contiguous project redevelopment area, such excess Incremental Taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment

The failure of current or future owners of real property in the Project Area to remit property taxes to Cook County when due or the failure of Cook County to timely remit Incremental Taxes to the City could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to the Noteholder may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of the Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the Noteholder. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to the Noteholder could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in the Note.

Loss of Tax Exemption

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THE NOTE.

* * * * *

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:

ITS:

CITY OF CHICAGO
DEPARTMENT OF FINANCE

BY:

ITS:

CERTIFICATION OF EXPENDITURE

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$ _____ Tax Increment Allocation Revenue Note
(_____ Redevelopment Project, [Tax-Exempt] Series [A])
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, _____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$ _____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$ _____, including the amount of this Certificate and less payment made on the Redevelopment Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of (Closing Date).

CITY OF CHICAGO

By: _____
_____, Commissioner of Planning and
Development

AUTHENTICATED BY:

REGISTRAR

_____, 20__

City of Chicago
Department of Planning and Development
121 N. LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: \$[_____] City of Chicago, Illinois Tax Increment Allocation Revenue Note
([_____] Redevelopment Project) Series [] issued to [_____]

Ladies and Gentlemen:

The undersigned (the "Investor") is the acquirer of the above-described note (the "Note"). The undersigned acknowledges that the Note was issued by the City of Chicago (the "City") for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Roosevelt/Clark Partners, LLC, a Delaware limited liability company (the "Developer") which were incurred in connection with the development of public infrastructure improvements (the "Project") in the Roosevelt/Clark Redevelopment Project Area (the "Redevelopment Area") in the City of Chicago.

The undersigned acknowledges that the Note was issued pursuant to an ordinance adopted by the City Council of the City on _____, 2026 (the "Project Ordinance") and The Amended and Restated 78 Redevelopment Agreement dated as of _____, 2026 and recorded on _____, 2026 as Document Number _____ in the Cook County Clerk's Office (the "Agreement") by and between the City and the Developer.

In connection with the acquisition of the Note by the Investor, the Investor hereby makes the following representations upon which the City may rely:

1. The Investor is a [_____] duly formed, validly existing and in good standing under the laws of the State of [_____] and has authority to acquire the Note and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the acquisition of the Note.

[2. The Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Commission promulgated under the Securities Act. ¹]

¹ If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 2 with the following:

[2. The Investor is a “dealer” meeting the requirements of Rule 144A(a)(1)(ii) or (iii) of the Commission promulgated under the Securities Act.]

3.The Investor has sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of notes issued by municipalities, to be able to evaluate the merits and risks of its investment in the Note, and the Investor is able to bear any economic risk associated with its investment in the Note.

[4.The Investor is acquiring the Note for its own account and not with a view toward any distribution, sale or resale of the Note. The Investor intends to hold the Note for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale of the Note prior to maturity may not be possible.²¹

² If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 4 with the following:

[4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) of the Commission promulgated under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement.]

[¹ If the Investor is a “dealer” meeting the requirements of Section 144A(a)(1) (ii), replace paragraph 4 with the following:

4.The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein, except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement]

5.The Investor understands that the Note is not registered under the Securities Act and that such registration is not legally required as of the date hereof; and the Investor further understands that the Note (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which is not to be readily marketable.

6.The Investor understands that (a) the Note is a limited obligation of the City, payable solely from moneys on deposit in the [] Account (as defined in the Project Ordinance); (b) the Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (c) no holder of the Note will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest premium, if any, on the Note; and (d) the Note does 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.

7.The Investor has read and considered the risk factors set forth in "Noteholder Risks" attached hereto.

8.The Investor has not relied upon the City for any information in connection with its acquisition of the Note. The Investor 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 Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Developer, the Project and the Note. The Investor is in possession of all the information and material necessary to evaluate the merits and risks of the acquisition of the Note.

9.The Investor has been furnished with and has examined the Agreement and other documents, certificates and the legal opinions delivered in connection with the issuance of the Note. The Investor acknowledges that neither the City nor the Developer has prepared an offering document with respect to the Note. The Investor has made its own inquiry and analysis with respect to the Note and material factors affecting the payment of the Note.

10.The Investor acknowledges that with respect to the Notes, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, any holder of the Note or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

11.The Investor understands that the City, the Developer, their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Very truly yours,

[INVESTOR ENTITY NAME]

By: _____

Name: _____

Title: _____

NOTEHOLDER RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Loss of Investment

Investment in the Note involves a high degree of risk. It is suitable only for persons who are able to bear the economic risks of the investment, including total loss. No assurance can be provided that prospective holders of the Note will not lose their entire investment in the Note.

Lack of Liquidity

The Note is suitable only for persons who have no need for liquidity. The transferability of the Note is restricted. The Note may only be transferred in the manner and subject to the limitations provided in the Redevelopment Agreement. Investors in the Note must be prepared to hold the Note until the maturity of the Note.

Reliance on Projections

The City does not endorse projections of any kind from any source as to the sufficiency of available incremental taxes to pay principal and interest on the Note. Investor who rely on any such projections do so at their own risk.

The City's Office of Budget and Management ("OBM") produces five-year District Projection Reports for each TIF district in the City for the purpose of evaluating resources and project balances. This information, which is currently publicly available, is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The reports and the projections including therein are not audited and do not represent a final accounting of funds. The reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from available incremental taxes, including the Note. Prospective investors in Note are cautioned not to rely on any of the information contained in the District Projection Reports.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OR A

LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. [The Developer] engaged a [consultant] to deliver a [feasibility report][projection report] to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes.] The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to EMMA or any website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the Project Area to be less than the originally projected equalized assessed value of the property. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Available Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

1. Property tax rates are calculated by the County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.

2. Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.

3. Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.

4. Failure by Cook County to remit property taxes to the City on a timely basis could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF AVAILABLE INCREMENTAL TAXES COLLECTED OR DISTRIBUTED.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay debt service on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay debt service on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a)

reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Available Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay debt service on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. There can be no assurance that the improvements in the Project Area are or will be insured under fire and extended coverage insurance policies, and, even if such insurance exists, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild the improvements. The restoration of the improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay debt service on The Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect available incremental Taxes available for payment of the Note.

Failure to Sell or Lease Property

At the time the Note was issued, the redevelopment plan called for the Developer [to sell/lease to commercial or industrial enterprises/retailers] prior to completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of, and interest on, the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Available Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses, terminate or default on their leases and substitutes or replacements cannot be found or located on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other "Acts of God" affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Available Incremental Property.

Contiguous Project Areas

The Project Area is contiguous with other redevelopment areas designated by the City pursuant to the TIF Act and may become contiguous with others. The TIF Act allows the City to expend incremental taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes and the amounts required to (i) pay principal and interest coming due on the Note in any year and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement are allocated to a contiguous project redevelopment area, such excess incremental taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment of Available Incremental Taxes

The failure of current or future owners of property in the Project Area to remit property taxes to the City when due or the failure of the City to timely remit Available Incremental Taxes to the Noteholder could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to holder of the Note may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of The Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Note. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue

that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to holder the Note could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in the Note.

Loss of Tax Exemption

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THE NOTE.

(Sub)Exhibit "J".
(To Amended And Restated 78 Redevelopment Agreement)

Form Of Component Commencement Letter.

[prepare on DPD letterhead]

[date]

[Roosevelt/Clark Partners LLC]

Re: Approval to Commence Construction of [] Infrastructure Component at [], under the terms and conditions of the 78 Redevelopment Agreement between the City of Chicago and Roosevelt/Clark Partners LLC

Ladies and Gentlemen:

Pursuant to that certain the Amended and Restated 78 Redevelopment Agreement ("Agreement") dated _____, 2026 by and between The City of Chicago ("City") and Roosevelt/Clark Partners LLC (the "Developer"), the Developer has requested that the City approve the Developer's commencement of the [] Infrastructure Component of the Project (as defined in the Agreement). In support thereof, Developer has submitted a number of documents to the Department of Planning and Development ("DPD").

DPD has reviewed the following documents and information supplied to it by the Developer (all section references and capitalized terms below are set forth in or defined in the Agreement):

- (a) a Project Budget for the Component in accordance with the provisions of Section 3.03;
- (b) the Scope Drawings and Plans and Specifications for the Component in accordance with the provisions of Section 3.02;
- (c) evidence of the existence of all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation for the Component;
- (d) evidence that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 sufficient to complete the Component and satisfy its obligations under the Agreement;
- (e) a copy of the Title Policy for the Property satisfying the requirements described in Section 5A.01(e);
- (f) searches as described under Section 5.03, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

- (g) the Survey of the Property satisfying the requirements described in Section 5A.01(g);
- (h) certificates of insurance evidencing that the Developer, at its own expense, has insured the Property in accordance with Section 12;
- (i) an opinion of the Developer's counsel, in form and substance acceptable to Corporation Counsel;
- (j) evidence of Prior Expenditures, if any, pertaining to the Infrastructure Component in accordance with the provisions of Section 4.05(a);
- (k) documentation with respect to current employment matters on the prior and pending Component of the Project, the MBE/WBE utilization plan for the pending Infrastructure Component of the Project, and a progress report containing all current information, if any, requested under Section 8.07;
- (l) copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;
- (m) copies of the Developer's Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form;
- (n) a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer complete the pending Infrastructure Component of the Project in accordance with the Agreement, 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;
- (o) except as already provided to the City in connection with a prior Infrastructure Component, copies of all executed operating leases, purchase or sale agreements and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments;
- (p) a copy of the Construction Contract for the pending Infrastructure Component of the Project pursuant to the requirements of Section 6.01; and
- (q) evidence that construction on the pending Infrastructure Component has not yet commenced.

Having reviewed all of the above documents and information and found them sufficient, I declare that the City is satisfied that the Developer may proceed with the commencement of construction on the [] Infrastructure Component of the Project.

City of Chicago

Commissioner of Planning and Development

AMENDMENT OF ORDINANCE APPROVING REDEVELOPMENT PLAN FOR LASALLE CENTRAL TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA BY REPLACING PROJECT DEVELOPER AND AMENDING REDEVELOPMENT AGREEMENT FOR PROPERTY AT 135 S. LASALLE ST.
[O2026-0026250]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending the original ordinance by replacing DCNC with the Friends of Downtown as the developer and amending the TIF Redevelopment Agreement to include revisions to the residential project located at 135 South LaSalle Street (34th Ward) (O2026-0026250), 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 no dissenting vote on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 November 15, 2006 and published at pages 92019 to 92099 of the *Journal of the Proceedings of the City Council* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the LaSalle Central 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 February 7, 2007, published at pages 97850 to 97855 of the *Journal* of such date, and May 5, 2007, published at pages 104254 to 104259 of the *Journal* of such date; and

WHEREAS, Field Building Revitalization Partners LLC, a Delaware limited liability company ("Field"), previously submitted a proposal considered by the Department of Housing and the Department of Planning and Development to redevelop, along with Downtown Chicago Neighborhood Council NFP, an Illinois not-for-profit corporation ("DCNC", and together with Field, the "Prior Developer"), certain real property with an existing building thereon located at 135 South LaSalle Street, Chicago, Illinois 60603, in order to create a mixed-use development comprising: (a) approximately 485,000 square feet of residential space located on a portion of the lower level, a portion of the ground level, a portion of floor 2, floors 5 through 14, floor 25, and floors 43 and 44, with approximately 393 rental residential units, of which 30% (approximately 118 units) will be rental units affordable to families whose annual income does not exceed 80% of the Chicago area median income, and approximately 275 will be market-rate rental units, along with residential amenities including a fitness center, outdoor terrace, co-working space, lounge space, and two levels of enclosed parking spaces on floors 3 and 4 (the "Residential Project"); and (b) approximately 92,000 square feet of commercial space to include neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses located on a portion of the lower level, a portion of the ground level, and a portion of floor 2 (the "Commercial Project" and together with the Residential Project, the "Project"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 25, 2025, and published at pages 31440 to 31505 of the *Journal* of such date (the "Original Ordinance"), the City authorized the Prior Developer as developer for the Project and authorized a redevelopment agreement between the City and the Prior 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, Field desires to replace DCNC with Friends of Downtown, an Illinois not-for-profit corporation ("FOD", and collectively with Field, the "New Developer"); and

WHEREAS, The New Developer will be obligated to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed revised redevelopment agreement to be executed by the New Developer and the City, with the Project to be financed in part by a grant of certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, In order to facilitate completion of the Project, the City and the New Developer now desire to amend the Original Ordinance by: (i) replacing any references to DCNC with references to FOD; and (ii) replacing the Original Redevelopment Agreement with a revised redevelopment agreement, which now includes revisions to the Residential 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 Ordinance is hereby amended by: (a) replacing any references to DCNC with Friends of Downtown, an Illinois not-for-profit corporation; and (b) replacing the Original Redevelopment Agreement in its entirety with 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, substantially in the form attached hereto as Exhibit A, 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 take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

135 S. LaSalle Redevelopment Agreement.

This 135 S LaSalle Redevelopment Agreement (this "Agreement") is made as of this [_____] day of [_____, 20__], by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Field Building Revitalization Partners LLC, a Delaware limited liability company ("Field") and Friends of Downtown, an Illinois not-for-profit corporation (the "135 LaSalle NFP" and collectively with Field, 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, 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 LaSalle Central 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 November 15, 2006 and subsequently amended on February 7, 2007 and May 9, 2007 and published in the Journal of the Proceedings of the City Council for such date.

D. The Project: Developer owns or intends to purchase certain property within an existing building thereon located within the Redevelopment Area at 135 S. LaSalle Street, Chicago, Illinois 60603 and legally described on Exhibit A-1 (the "Property"). As of the Closing Date, the Property will be divided into two or more separate parcels through vertical separation or subdivision as follows: (i) a portion of the lower level, a portion of the ground level, and a portion of floor 2, (the "Commercial Property") as legally described on Exhibit A-2 hereto, and (ii) a portion of the lower level, a portion of the ground level, a portion of floor 2, floors 3 through 14, floor 25, floor 43 and floor 44 (the "Residential Property") as legally described on Exhibit A-3 hereto.

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Commercial Property approximately 92,000 square feet of commercial space which is intended to include neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses (the "Commercial Project").

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Residential Property approximately 485,000 square feet of residential space located on floors five through 14, floor 25, and floors 43 and 44, comprising 393 rental residential units, of which 30% (118 units) will be affordable units, along with residential amenities including a fitness center, outdoor terrace, co-working space, and lounge space, plus two levels of enclosed parking spaces on floors 3 and 4 (the "Residential Project"). The affordable units in the Residential Project will include 118 units for low-income families, comprised of approximately 70 studio units, 37 one-bedroom units, and 11 two-bedroom units (collectively, the "Affordable Units"). The market-rate units in the Residential Project will include 275 units, comprised of approximately 140 studio units, 90 one-bedroom units, and 45 two-bedroom units.

Each of the Commercial Project and the Residential Project (including the Affordable Units) (collectively the "Facility") and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B, are individually and collectively referred to herein as a "Project" or the "Project". The completion of each 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 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	A-1 *Legal Description of the Property
2. Definitions	A-2 *Legal Description of the Commercial Property
3. The Project	A-3 *Legal Description of the Residential Property
4. Financing	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
5. Conditions Precedent	C *HUD Rider to Restrictive Covenants
6. Agreements with Contractors	(An asterisk (*) indicates which exhibits are to be recorded.)
7. Completion of Construction or Rehabilitation	
8. Covenants/Representations/Warranties of Developer	
9. Covenants/Representations/Warranties of the City	
10. Developer's Employment Obligations	
11. Environmental Matters	
12. Insurance	
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
18. Miscellaneous	

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:

"2021 Affordable Requirements Ordinance" means Section 2-44-085 of the Municipal Code.

"Act" is defined in the Recitals.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Affordable Units" is defined in the Recitals.

"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 2021 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.

"Capital Event" is defined in Section 4.09.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

"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.

"Chicago Zoning Ordinance" means Title 17 of the Municipal Code.

"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.

"Commercial Occupancy Covenant" is defined in Section 8.06.

"Commercial Project" is defined in the Recitals.

"Commercial Property" is defined in the Recitals.

"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.).

"Deferred Developer Fee" means an amount equal to \$4,470,000.

"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 Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains 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 the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means Developer's funds (other than funds derived from Lender Financing), including an amount equal to the Deferred Developer Fee and Investor Member funds 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.

"Excess Proceeds" means all cash proceeds from a Capital Event less (1) repayment of any Lender Financing, (2) all transaction costs, including but not limited to tax liability related to such Capital Event and payments due to the Investor Member and HTC Investor, and (3) the amount of Equity, other than HTC Equity, stated in Section 4.01.

"Facility" is defined in the Recitals.

"Final Comprehensive Residential NFR Letter" means 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 Floor Space" means the approximately 21,880 rentable square feet, measured by floor area, of commercial rental space located on the ground floor of the Commercial Space.

"Hazardous Building Material Survey" includes (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"HTC" means the federal historic tax credits pursuant to 26 U.S.C. §47 et seq. of the Internal Revenue Code of 1986, as amended.

"HTC Investor" means the to-be-admitted, up to 99% member of Developer which shall provide the HTC Equity to Developer in exchange in part for the receipt of federal historic tax federal HTCs related to the Project and allocable to the Project, and on the Closing Date is anticipated to be _____, an [Illinois][insert type of entity], and its respective successors and assigns.

"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 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.

"Indemnatee" and "Indemnitees" are defined in Section 13.01.

"Investor Member" means [_____, a _____] 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 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.

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs), and shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) costs imposed under any Environmental Law enacted after Closing.

"LUST" means the IEPA's Leaking Underground Storage Tank Program as set forth in Title 41 of IAC Part 175 of the Illinois Environmental Protection Act, and 35 IAC Part 732, and the regulations promulgated thereunder.

"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.

"NFR Letter" means a No Further Remediation letter issued by the IEPA.

"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, 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, 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, or (b) is a hazard to the environment or to the health or safety of persons.

"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, (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.

"Permitted Transfer" shall mean (a) the transfer by the HTC Investor of its membership interest in the Developer to any person or entity directly or indirectly controlling, controlled by or under common control with the HTC Investor pursuant to the Developer's operating agreement upon the City's receipt of such transferee's corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts, and (b) the HTC Investor's sale of its interest in the Developer to the managing member of an Affiliate of the Developer pursuant to Developer's operating agreement upon the City's receipt of its corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts.

"Phase I ESA" means a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-21 (as most recently updated at the time of assessment).

"Phase II ESA" means a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

"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 No Further Remediation Letter under the Site Remediation Program.

"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 the 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 the Inclusionary Housing Agreement entered into on the Closing Date by Developer and the City describing Developer's obligation to provide affordable housing at the Residential Project pursuant to the 2021 Affordable Requirements Ordinance.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a No Further Remediation Letter in accordance with: the terms and conditions of the RAP Approval Letter issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form to be provided by the City, to be delivered by Developer to DPD pursuant to Section 4.04.

"Residential Project" is defined in the Recitals.

"Residential Property" is defined in the Recitals.

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

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report 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.

"TACO" shall mean the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Term of the Agreement" means, (a) with respect to the Residential Project, the period of time starting on the Closing Date and ending on the thirtieth anniversary of the issuance of the Certificate, and (b) with respect to the Commercial Project, the period of time starting on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate, subject to extension under Section 15.03(b).

"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 [_____].

"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 Funds, 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 \$241,566,116. 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 three (3) 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.

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:

Equity from Developer (subject to <u>Sections 4.03(b) and 4.06</u>)	\$24,292,867
HTC Equity	\$33,273,249
Lender Financing	\$86,000,000
City Funds (subject to <u>Section 4.03</u>)	\$98,000,000*
Estimated total	\$241,566,116

*A portion of City Funds and HTC Equity will be bridged by Lender Financing.

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 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:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$98,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$98,000,000 or 40.57% 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 \$98,000,000 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) \$29,400,000 upon the completion of 30% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(ii) \$29,400,000 upon the completion of 60% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iii) \$19,600,000 upon the completion of 80% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) \$19,600,000 upon issuance of Certificate.

4.04 Requisition Form. Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form, in advance of each disbursement described in Section 4.03(c). 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.

(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 such 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 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 Return of City Funds Upon Refinance, Sale or Transfer. For purposes of this section, the term "Capital Event" shall mean an arms-length sale, transfer, or refinancing of the Project, excluding (i) a refinancing of the construction loan (if any) to a permanent loan as part of the normal course of business, or (ii) a Permitted Transfer. Upon the occurrence of a Capital Event during the Term of the Agreement, the Developer agrees to pay and remit to the City a one-time payment in an amount equal to 15% of the amount by which the Excess Proceeds exceed the sum of (a) the amount needed for Developer to achieve a 25% internal rate of return (as calculated from the Closing Date to the date of the Capital Event) on the Equity (excluding HTC Equity) amount specified in Section 4.01 and (b) the amount paid by Developer to address cost overruns pursuant to Section 4.06. For purposes of calculating the return of City funds provided for above, Excess Proceeds shall be calculated based on a price allocation for the Facility relative to the entire building located at 135 S LaSalle Street, determined by the Developer as follows: (1) If a sale or recapitalization occurs, the allocation will be determined by the buyer; (2) if the buyer does not allocate the price, the allocation will be determined by an investment sales broker, and (3) if

the Capital Event is a refinancing, the price allocation will be determined by a capital markets broker.

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 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 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. 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
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 will provide any Phase II Environmental Site Assessment with respect to the Property if prepared pursuant to Developer's lender's requirements. 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 Additional Documents. The Developer must have delivered to the City the Junior Mortgage, Regulatory Agreement, such financing statements as the City may require and, if required by HUD, the HUD Rider to Restrictive Covenants attached as Exhibit C. The City and Developer may agree to have separate Junior Mortgages with respect to each of the Commercial Project and the Residential Project.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) DPD acknowledges that Developer has selected [] 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. A312,] its equivalent, or as otherwise required by HUD. 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 until the following conditions have been met:

- (a) Evidence acceptable to DPD that the Total Project Cost equals or exceeds \$237,096,116 (which equals \$241,566,116 minus the Deferred Developer Fee); as described in Section 4.03(b), the City Funds will be reduced on a pro rata basis if the Total Project Cost is less than this amount; 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 \$98,000,000); and

- (c) Receipt of final certificates of occupancy for the Project evidencing that (i) Developer has complied with building permit requirements for the Project (temporary or interim certificates of occupancy are not sufficient), and (ii) the commercial tenants spaces in the Commercial Project are in "white-box" condition ready for tenant improvements; and
- (d) If a Phase II Environmental Site Assessment (ESA) prepared pursuant to Developer's lender's requirements indicates that the site should be enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), a No Further Remediation (NFR) letter is required. Evidence of recording of the deed is to be provided; and
- (e) Developer has provided the City's Department of Fleet and Facility Management (2FM) with a comprehensive Hazardous Building Material Survey and abatement plan, if necessary, prior to the commencement of any rehabilitation, renovation, or demolition activities; and
- (f) 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
- (g) Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy; and
- (h) Evidence acceptable to DPD in the form of an Affordable Requirements Ordinance Letter of Compliance with standards for construction of the Affordable Units and Affirmative Fair Housing Marketing Plan; and
- (i) Evidence that Developer has executed one or more tenant leases, each with a term of at least 5 years, for space comprising in total at least 50% of the Ground Floor Space; and
- (j) Evidence that all unleased spaces in the Commercial Project are being marketed for lease by a broker engaged by Developer; and
- (k) The Developer has received a letter from DOH's Long-term Monitoring and Compliance Division confirming that all Affordable Units are leased, and the 30-year affordability period as described in the 2021 Affordable Requirements Ordinance has started; and
- (l) 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 8.06 (Jobs Creation; Operating Covenant), 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.

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) before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) sale, 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; 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 that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b); and

(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.

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; Operating Covenant.

(a) Jobs Creation. Developer estimates that the Project will result in the creation of (i) approximately 172 FTE permanent jobs (the "Permanent Jobs") and (ii) during the construction of the Project, approximately 500 temporary FTE construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, Developer shall submit certified employment reports disclosing the number of Jobs at the Project to DPD and DOH as a part of the Owner'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.

(b) Residential Project. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Affordable Units as described in Section 8.26 and shall operate the remainder of the Residential Project as residential rental housing. The covenants set forth in this Section 8.06(b) shall run with the land and be binding upon any transferee.

(c) Commercial Occupancy Covenant. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Commercial Project for commercial uses including neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses subject to the applicable requirements of the Chicago Zoning Ordinance.

Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall comply with the following requirements (the "Commercial Occupancy Covenant"):

- (i) Following the issuance of the Certificate and initial occupancy of at least 50% of the Ground Floor Space pursuant to lease terms of not less than 5 years, at least 50% of the Ground Floor Space will remain leased and occupied. In the first Annual Compliance Report submitted after the Certificate is issued, Developer shall demonstrate the achievement of this 50% lease and occupancy requirement.
- (ii) Until Developer enters into one or more leases comprising at least 10% of the rentable square footage of the commercial space located on the lower level of the Commercial Space with terms of not less than 5 years, Developer will use good faith efforts to lease, on a short term basis, the commercial space located on the lower level at below-market rental rates to small businesses, non-profits, community organizations, or governmental organizations based in Chicago.

For purposes of subsections (c)(i) and (ii), occupied subleased space will be counted as occupied space.

The covenants in this Section 8.06(c) shall run with the land for the Term of the Agreement and be binding upon any transferee.

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 30%, 60%, 80% 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; provided, however, that the foregoing shall not apply to the Developer's applications for the Cook County Class L Property Tax Incentive Program for the Property and the Cook County Affordable Housing Special Assessment Program for the Residential Property.

(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.

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 in accordance with Section 7.01. 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 the Regulatory Agreement remains in effect, Developer shall be obligated to provide affordable housing in the Residential Project as described in the Regulatory Agreement; and

(ii) if the Regulatory Agreement is terminated or released, including without limitation due to foreclosure by a lender providing Lender Financing, then Developer shall be obligated to provide affordable housing in the Residential Project as described in Section 8.26(b) from the date the Regulatory Agreement is terminated or released through the remaining Term of the Agreement.

(b) The Residential Project shall be operated and maintained solely as residential rental housing with certain residential amenities and community space.

The Affordable Units shall have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a low-income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a low-income Family due to an increase in such Family's income since the date of its initial occupancy of such

unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

All Affordable Units shall make up a weighted average of 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 ("AMI"); provided that at least one-third of the Affordable Units must be affordable to households at or below 50% of the AMI, of which one-sixth must be affordable to households at or below 40% of the AMI. The anticipated unit mix is shown below:

At least 22 of the Affordable Units (including at least 11 studio, 7 one-bedroom and 4 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 40% AMI Families.

At least 20 of the Affordable Units (including at least 11 studio, 7 one-bedroom and 2 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 50% AMI Families.

At least 33 of the Affordable Units (including at least 24 studio, 7 one-bedroom and 2 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 60% AMI Families.

At least 22 of the Affordable Units (including at least 12 studio, 8 one-bedroom and 2 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 70% AMI Families.

At least 21 of the Affordable Units (including at least 12 studio, 8 one-bedroom and 1 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 80% AMI Families.

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.

"40% AMI Families" shall mean Families whose annual income does not exceed forty percent (40%) 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.

"50% AMI Families" shall mean Families whose annual income does not exceed fifty percent (50%) 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.

"70% AMI Families" shall mean Families whose annual income does not exceed seventy percent (70%) 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 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.

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

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.

Developer will conduct a Hazardous Building Material Survey of the Property prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property. The Hazardous Building Material Survey shall include (but is not limited to):

- asbestos and lead-based paint surveys,
- testing and visually inspecting and, as necessary, testing the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids),
- mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges),
- radioactive material-containing equipment and/or waste,
- medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes),
- refrigerants such as chlorofluorocarbons (CFCs),
- large appliances or equipment,
- mold,
- or any other materials that may require special handling or disposal during or after renovation, demolition, or abatement work.

The Hazardous Building Material Survey must discuss each of the Hazardous Building Materials listed above and state whether or not they were identified. The Survey must document the type, location, quantity, and condition of each Hazardous Building Material that is identified.

Any Hazardous Building Materials that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any renovation, demolition, or abatement work. Please note that abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to the City prior to approval of the Property for occupancy. If abatement work activities

are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-21 prior to and conducted, or updated, within 180 days prior to the conveyance of the Property.

The Phase I ESA did not identify any Recognized Environmental Conditions ("RECs"). The Phase I ESA did identify one Controlled REC: a Leaking Underground Storage Tank ("LUST") No Further Remediation ("NFR") Letter was issued in 1997 for twelve (12) Heating Oil underground storage tanks ("UST") contained in a vault beneath the sub-subbasement, all of which were abandoned in place in 1996 using concrete slurry.

The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. 2FM shall have the right to review and approve the sufficiency of the Phase I ESA provided to the City and any Phase II ESAs, if applicable. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

No City funding may be used to import bio-solids or bio-solids-based products to the Property from a wastewater treatment facility or other source.

If the Developer's lender's requirements necessitate a Phase II ESA to ascertain the presence of any environmental impacts, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.

The City shall have the right to review and approve the scope of work prior to such Phase II ESA being conducted. The Phase II ESA must be approved by the City.

If contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the Developer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll the Property in the SRP.

If the Developer enrolls (or is required to enroll) the Property (or any portion thereof) in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The

Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees to not request a certificate of occupancy for the Project from the Department of Buildings (DOB) until the IEPA has issued, and the Developer has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive Residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property.

The Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, Illinois Environmental Protection Agency Site Remediation Program submittals, or similar environmental documents relating to the property publicly available, and the Developer consents to the City's publication of those documents.

The Developer shall remove any soil or soil gas not meeting the requirements of 35 IAC Section 742.305. Any additional ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

The Developer must abide by the terms and conditions of the LUST NFR letter required by 2FM and the Final Comprehensive Residential NFR Letter, if applicable.

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;

(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.

If an Event of Default occurs that is limited solely to the Commercial Project, then that Event of Default shall not constitute an Event of Default with respect to the Residential Project, and vice versa. By way of example and not in limitation, an Event of Default under the Commercial Occupancy Covenant would be limited solely to the Commercial Project, and an Event of Default under the affordable housing covenants described in Section 8.06(b) and Section 8.26 would be limited solely to the Residential Project.

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/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. The following limitation shall apply if the City exercises its remedies under a Junior Mortgage: if an Event of Default occurs that is limited solely to either the Commercial Project or the Residential Project, then for that Event of Default, the City shall pursue its remedies under the Junior Mortgage on the Project to which the Event of Default is limited.

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.

Upon the occurrence of an Event of Default under the Commercial Occupancy Covenant, the amount of City Funds the Developer would be required to reimburse the City shall be limited to \$400 times the number of rentable square feet that are vacant on the ground level of the Commercial Project. For example, if 10,000 square feet were vacant, then the maximum amount of City Funds the Developer would be required to reimburse the City would be \$4,000,000.

Notwithstanding any other provisions of this Agreement to the contrary: (i) each of the 135 LaSalle NFP and Field shall be jointly and severally liable for the obligations of the other under this Agreement; and (ii) upon the occurrence of any Event of Default, the City may exercise its remedies (including without limitation pursuant to Section 7.03 or this Section 15.02, and at law or in equity) against 135 LaSalle NFP and Field.

15.03 Curative Period. (a) 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.

Notwithstanding anything in this Agreement to the contrary, the only cure period for an Event of Default under the Commercial Occupancy Covenant is described in Section 15.03(b).

(b) If an Event of Default under the Commercial Occupancy Covenant occurs, Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Commercial Cure Period") during the Term of the Agreement. In order to rely on a Commercial Cure Period, Developer shall provide irrevocable written notice accompanying the Annual Compliance Report. If Developer does not provide this written notice, Developer shall not be entitled to rely on the Commercial Cure Period and will not have an opportunity to cure the default. There shall be no Commercial Cure Period with respect to any other event of default pursuant to Section 15.01 other than the cure rights set forth in Section 15.03(a). During a Commercial Cure Period, the City will not be required to make a payment of City Funds. If Developer cures a default within a Commercial Cure Period, then the Term of the Agreement with respect to the Commercial Project shall be extended by one year. If two defaults have occurred under the Commercial Occupancy Covenant and each has been cured, then any subsequent default under the Commercial Occupancy Covenant shall constitute an Event of Default without notice or opportunity to cure.

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 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 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." 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.

(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) Throughout 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: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Field Building Revitalization Partners LLC c/o Riverside Investment and Development Company 150 N Riverside Plaza Chicago, IL 60606 Attention: John O'Donnell And TO: Friends of Downtown _____ _____ _____ Attention: _____
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: AmTrust 135 Revitalization LLC 250 Broadway, Suite 3001 New York, NY 10007 Attention: Robert Karfunkel and Bernard Karfunkel DL3 Realty, L.P. 77 W Washington St. Suite 405 Chicago, IL 60602 Attention: Leon I. Walker Lender: _____ _____ _____ Attention: _____ Investor Member _____ _____ _____

	Attention: _____
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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. 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.

FIELD BUILDING REVITALIZATION PARTNERS LLC

By: _____

Name: _____

Its: _____

FRIENDS OF DOWNTOWN

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 Field Building Revitalization Partners LLC, a Delaware 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)

7/15/2026

REPORTS OF COMMITTEES

46485

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 [TITLE] of [NAME OF NFP ENTITY], 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 _____, ____.

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)Exhibits "A-1", "A-2", "A-3", "B" and "C" referred to in this 135 S. LaSalle Redevelopment Agreement read as follows:

(Sub)Exhibit "A-1".
(To 135 S. LaSalle Redevelopment Agreement)

Legal Description Of Property.

[Subject to revision (a) based on survey and title insurance and (b) to reflect only the portions of the real estate at 135 South LaSalle Street being acquired by Developer, rather than the entirety of the real estate at this location]

Legal Description:

[Lots 5, 6 and 7 (except the north 10.00 feet thereof) and that part of Lot 8, lying east of the east line of LaSalle Street (except the north 10.00 feet thereof) in Block 117 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.]

Property Address:

135 South LaSalle Street
Chicago, Illinois.

Property Identification Number (PIN):

[17-16-211-009-000]

(Sub)Exhibit "A-2".
(To 135 S. LaSalle Redevelopment Agreement)

Legal Description Of Commercial Property.

[Not Attached For City Council Introduction]

Legal Description (subject to survey and title insurance):

Property Address:

Property Identification Numbers (PINs):

(Sub)Exhibit "A-3".
(To 135 S. LaSalle Redevelopment Agreement)

Legal Description Of Residential Property.

[Not Attached For City Council Introduction]

Legal Description (subject to survey and title insurance):

Property Address:

Property Identification Numbers (PINs):

(Sub)Exhibit "B".
(To 135 S. LaSalle Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)¹

(attached)

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.

Project Budget

Uses	Amount
Land Cost	\$ 25,000,000
Carrying Costs	\$ 1,358,352
Net Construction Costs	\$ 146,779,413
Contingency	\$ 19,630,260
Sidewalk	\$ 3,013,923
Other Infrastructure	\$ 3,367,089
Land Remediation	\$ 566,835
Construction	\$ 13,979,750
Architect - Design	\$ 4,977,805
Engineering Fees	\$ 967,070
Legal - Organizational	\$ 341,866
Other Professional Fees	\$ 1,247,038
Application Fees	\$ 1,451,525
Construction Points	\$ 441,313
Construction Interest	\$ 2,538,686
Other Lender Fees	\$ 654,021
Liability Insurance	\$ 566,835
Real Estate Taxes	\$ 2,160,210
Negative Operations	\$ 151,766
Developer Fee	\$ 5,990,604
Deferred Developer Fee	\$ 4,470,000
Other Reserves	\$ 1,911,755
Grand Total Dev Costs	\$ 241,566,116

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.

TIF-FUNDED IMPROVEMENTS

Category	Project Budget	% TIF Eligible	TIF Eligible Cost
Rehabilitation	\$ 146,799,413	100%	\$ 146,799,413
		TOTAL	\$ 146,799,413

MBE/WBE Budget

	Total
Project MBE/WBE Total Budgets	\$146,799,413
Project MBE Total at 26%*	\$38,167,847
Project WBE Total at 6%*	\$8,807,964

*These amounts are based on the rehabilitation cost of \$146,799,413. Should this amount increase, the MBE and WBE amounts will increase accordingly.

(Sub)Exhibit "C".
(To 135 S. LaSalle Redevelopment Agreement)

HUD Rider To Restrictive Covenants.

[Not Attached For Introduction]

ISSUANCE OF MULTI-FAMILY HOUSING FINANCIAL ASSISTANCE TO LEVY HOUSE PRESERVATION ASSOCIATES L.P. AND RESTRUCTURING OF EXISTING CITY FINANCIAL ASSISTANCE TO SUPPORT REHABILITATION OF LEVY HOUSE APARTMENTS, LOCATED AT 1221 W. SHERWIN AVE.

[O2026-0026796]

The Committee on Finance submitted the following report:

CHICAGO, July 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 financial assistance to Levy House Preservation Associates L.P. and restructuring of existing City financial assistance to support the rehabilitation of Levy House Apartments, located at 1221 West Sherwin Avenue in the 49th Ward (O2026-0026796) amount not to exceed: \$15,000,000 Multi-Family Revenue Bonds, amount not to exceed: \$5,500,000 Multi-Family, 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 no dissenting vote made on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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, 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-income, very low-income and extremely low-income individuals and families located in the City (the "Multi-Family Housing Financing"); 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, Levy House Preservation Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), of which POAH Levy House GP LLC, an Illinois limited liability company, is the general partner (the "General Partner"), has acquired or will acquire certain property located generally at 1221 West Sherwin Avenue, in the City as identified on Exhibit E attached hereto (the "Property"), and proposed to finance all or a portion of the costs of the acquisition of the Property and the rehabilitation thereon of an eight (8) story building, consisting of a residential rental project for low-income and very low-income seniors, with a total of fifty-seven (57) housing units to be known as Levy House (the "Levy House Building") as further described in Exhibit A (the "Project"); and

WHEREAS, The General Partner will have a 0.01% partnership interest in the Borrower and Wincopin Circle LLLP, a Maryland limited liability limited partnership, or another entity acceptable to the Authorized DOH Officer (as defined below) (the "Investor Partner"), will have a 99.99% partnership interest in the Borrower; and

WHEREAS, The Investor Partner may require the General Partner to admit The Community Builders, Inc., a Massachusetts non-profit corporation, or another not-for-profit entity acceptable to the manager of the General Partner (the "21% GP Member") as a 21% member of the General Partner; and

WHEREAS, The Borrower desires to obtain Multi-Family Housing Financing from the City for the purpose of financing the acquisition, rehabilitation and equipping of the Project, and to pay a portion of the costs of issuance of the Note (as defined herein) and other costs incurred in connection therewith; and

WHEREAS, By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to enter into a funding loan agreement (the "Funding Loan Agreement") with Wintrust Bank, N.A., a national banking association (the "Bank"), pursuant to which the City will borrow an aggregate

principal amount not to exceed Fifteen Million Dollars (\$15,000,000) (the "Funding Loan") from the Bank for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, will issue a tax-exempt revenue note, which is expected to be designated as "Multi-Family Housing Revenue Note (Levy House Project), Series 2026" (the "Note"), under the terms and conditions of this ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "Borrower Loan") pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the City and the Borrower, as evidenced by a Borrower promissory note (the "Borrower Note"), in order to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

WHEREAS, The principal of, prepayment premium, if any, and interest payable on the Note will be secured by, among other things, (i) a mortgage on the Property, (ii) certain capital contributions to be made to the Borrower by the Investor Partner, (iii) federal low-income housing tax credits and (iv) pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds, as defined below); and

WHEREAS, The Funding Loan and the Note and the obligation to pay interest on the Funding Loan 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 party to the Funding Loan Agreement or holder of the Note shall have the right to compel the taxing power of the City, the State, or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Note or any obligations under the Funding Loan Agreement; and

WHEREAS, In connection with the Multi-Family Housing Financing of the Project, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into: (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be issued thereunder, (ii) the Borrower Loan Agreement, providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds and the Borrower Note to be issued thereunder, (iii) a Tax Regulatory Agreement and/or tax certificate relating to the Note (collectively, the "Tax Agreement") between the City and the Borrower, and (iv) a Land Use Restriction Agreement between the City and the Borrower (the "Land Use Restriction Agreement"); and

WHEREAS, The City, pursuant to the HOME Investment Partnerships Program, received from the United States Department of Housing and Urban Development an allocation of funds (the "HOME Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, The City Council, pursuant to an ordinance passed on September 9, 2020, and published at pages 20106 to 20108 of the *Journal of the Proceedings* (the "*Journal*") of the City Council for such date, authorized the City's Department of Housing (the "DOH") to provide a loan of HOME Funds in the principal amount not to exceed \$3,750,000 with an interest rate of zero percent per annum and a term not to exceed 32 years (the "City HOME Loan") to POAH Levy House LLC, an Illinois limited liability company (the "HOME Loan Borrower"); and

WHEREAS, The City HOME Loan is secured by that certain Junior Mortgage, Security Agreement and Financing Statement made by the HOME Loan Borrower in favor of the City, dated December 18, 2020, and recorded as Document Number 2102740040 (the "City HOME Loan Mortgage"); by that certain Regulatory Agreement dated December 18, 2020, and recorded as Document Number 2102740039 (the "Regulatory Agreement"); and by that certain Assignment of Rents and Leases dated December 18, 2020, and recorded as Document Number 2102740041 (the "Assignment of Rents and Leases", and together with the City HOME Loan Mortgage and the Regulatory Agreement, collectively, the "Recorded Agreements"); and

WHEREAS, To further evidence the City HOME Loan, the HOME Loan Borrower also entered into that certain Housing Loan Agreement dated December 18, 2020 (the "HOME Loan Agreement"); that certain Environmental Indemnity Agreement dated December 18, 2020 (the "Environmental Indemnity Agreement"); that certain Assignment of Contracts and Documents dated December 31, 2020 (the "Assignment of Contracts and Documents"); that certain Note dated December 18, 2020 (the "HOME Loan Note"); and that certain Guaranty dated December 18, 2020 (the "Guaranty," and together with the HOME Loan Agreement, the Environmental Indemnity Agreement, the Assignment of Contracts and Documents, the HOME Loan Note, and the Recorded Agreements, the "City HOME Loan Documents"); and

WHEREAS, Proceeds of the City HOME Loan were used to provide for the acquisition by the HOME Loan Borrower of the Levy House Building (the "2020 Project"), located generally at the Property; and

WHEREAS, The HOME Loan Borrower desires to sell and transfer the Property together with all of its rights, obligations, and guaranties under the City HOME Loan Documents to the Borrower; and

WHEREAS, The HOME Loan Borrower has requested that DOH consent to (i) the sale and transfer of the Property to the Borrower and (ii) the Borrower's assumption of all rights, duties, obligations and guaranties under the City HOME Loan Documents, together with the existing City debt associated with the Property; and

WHEREAS, DOH has approved a restructuring of the 2020 Project (the "Restructuring") in a manner that: (1) will not alter the principal balance of the City HOME Loan, (2) will alter the interest rate on the principal balance of the City HOME Loan, (3) will extend the maturity date of the City HOME Loan, (4) will consent to the sale and transfer of the Property to the Borrower, (5) will consent to the assumption of the City HOME Loan Documents and existing

City debt associated with the Property by the Borrower, (6) will release the HOME Loan Borrower from its rights, duties, obligations and guaranties under the City HOME Loan Documents and existing City debt, and (7) will subordinate the City HOME Loan to the Funding Loan and Borrower Loan (collectively, the "Material Terms"); and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of individuals and 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 DOH; and

WHEREAS, Pursuant to an ordinance adopted on April 19, 2024 and published at pages 11493 to 11568 of the *Journal of the City Council* for such date, and amended by an ordinance adopted on October 16, 2025 and published at pages 33145 to 33357 of the *Journal of the City Council* for such date (the "2024 Bonds Ordinance"), the City Council authorized the issuance of certain general obligation bonds in one or more series, in an aggregate principal amount not to exceed \$1,250,000,000 for the Purposes as defined therein (the "2024 Bonds"); and

WHEREAS, For purposes of Section 2.19(h) of the 2024 Bonds Ordinance, this ordinance satisfies the requirement of City Council authorization; and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed \$5,500,000 (the "City 2026 Loan") to be funded from 2024 Bonds funds, other bond funds, Multi-Family Program Funds, or corporate funds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this ordinance are hereby incorporated into this ordinance by this reference.

SECTION 2. Findings And Determinations. The City Council finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described in this ordinance, are necessary and desirable. Thus, authority is granted to the Chief Financial Officer or, if so designated and determined by the Chief Financial Officer or the City Comptroller (each such officer, being referred to herein as the "Authorized Officer") to establish the terms of the Funding Loan Agreement, the related Note, the Borrower Loan Agreement, and the related Borrower Note on such terms as and to the extent such Authorized Officer determines that such terms are 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 such Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this ordinance unless and until revoked, such revocation to be signed in writing by an Authorized Officer and filed with the City Clerk.

SECTION 3. Authorization Of The Funding Loan Agreement, The Note, The Borrower Loan Agreement, The Borrower Note, And Related Agreements. Upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount not to exceed \$15,000,000 are authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification (as defined herein) referred to in Section 6 below.

The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this ordinance. The maximum term of the Funding Loan shall not exceed two hundred ten (210) months from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which shall not [exceed the lesser of 12% or the maximum rate of interest allowable under state law except in the case of an event of default, in which case the rate of interest shall not exceed the maximum rate of interest allowable under state law]) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form of the Note therein and the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note, shall be as set forth in the Funding Loan Agreement and the form of the Note therein.

Each of (i) the Mayor of the City (the "Mayor"), (ii) the Authorized Officer or (iii) any other officer designated in writing by the Mayor is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, each in substantially the form attached hereto as Exhibit B and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval and the City Council's approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to act as an authorized City representative of the City for the purposes provided in the Funding Loan Agreement.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as Exhibit C, and made a part hereof and hereby approved, with such changes therein as shall be approved by

the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Borrower Loan Agreement attached to this ordinance and reflecting the terms as determined in the Funding Loan Notification.

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

The Authorized Officer is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to attest the Tax Agreement on behalf of the City, in substantially the forms of such documents used in previous tax-exempt multi-family housing financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Note. The execution of the Tax Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreement.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to that pursuant to which the Note is being executed and delivered, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer shall determine are appropriate and consistent with the other provisions of this ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

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 Funding Loan Agreement And The Note. The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights (as such term is defined in the Funding Loan Agreement) retained by the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues (as such term is defined in the Funding Loan Agreement), Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting their application for the purposes and on the terms and conditions set forth in the Funding Loan Agreement;

(d) any and all other real or personal property, of every kind and nature or description, which may from time to time after the adoption of this ordinance, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its investor partner, amounts received from low-income housing tax credits, or other funds deposited and held under an escrow agreement between the Borrower and the Funding Lender;

(f) a mortgage on and security interest in the Property and related collateral; and

(g) the other collateral set forth in the documents evidencing and securing the Funding Loan.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are pledged to the extent and for the purposes as provided in the Funding Loan Agreement and are appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of

the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Note.

SECTION 5. Delivery Of The Funding Loan Agreement; Sale And Delivery Of The Note. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to the Bank, or such other funding lender as approved by the Authorized Officer (the "Funding Lender"), and the Funding Lender shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one-and one-half percent (1.5%) of the aggregate principal amount of the Note.

SECTION 6. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of the Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and Note directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and other terms of the Note sold, (ii) the extent of any tender rights to be granted to the holders of the Note, (iii) the identity of the Funding Lender, if different from the Bank, (iv) the interest rate or rates on the Note and/or a description of the method of determining the interest rate or rates applicable to the Note from time to time, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note, and (vi) any other matter authorized by this ordinance to be determined by an Authorized Officer at the time of the sale of the Note (the "Funding Loan Notification"). There shall be attached to such notification the final forms of the Funding Loan Agreement and the Borrower Loan Agreement and specimens of the final forms of the Note and the Borrower Note.

SECTION 7. Limited Obligations. The Note, when issued and outstanding, will be a limited obligation of the City, payable by its terms as provided in the Funding Loan Agreement. The Note and the interest on it 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 Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement.

SECTION 8. Use Of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be deposited as provided in the Funding Loan Agreement and used for the Project.

SECTION 9. Volume Cap. The proceeds from the Funding Loan (as evidenced by the sale of the Note) are obligations that are taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 10. Declaration Of Official Intent. A portion of the cost of the acquisition and rehabilitation of the Project which the City intends to finance with the proceeds of the Funding Loan has been or is expected to be paid from available monies of the Borrower prior to the date of execution and delivery of the Funding Loan. It is the intention of the City that the Borrower will utilize a portion of the proceeds of the Note to reimburse such expenditures which have been or will be made for those costs, to the extent allowed by the Code and related regulations. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code so to utilize the proceeds of the Funding Loan. The City declared such official intent in its ordinance passed on March 15, 2023, and published at pages 60856 to 60859 of the *Journal of the City Council* for such date, which remains in effect.

SECTION 11. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their respective signatures to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the City Council 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 12. Additional Authorization. Each Authorized Officer, upon the approval and availability of the Additional Financing, is authorized to execute and deliver, and the City Clerk and the Deputy City Clerk are each authorized to attest, such other documents and agreements including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the Note, the Borrower Loan Agreement or the Borrower Note from the Borrower, and to perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined in Section 19 below) 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 set forth in this ordinance. Notwithstanding anything contained in this ordinance to the contrary (including but not limited to Section 3 and this Section 12), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer otherwise deems it in the best interest of the City to execute the City Agreements, then the Authorized Officer may so execute the City Agreements (with such changes as the Authorized Officer deems 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 13. Public Hearing. The City Council directs that the Note 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 Note 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 date 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 14. Authorization Of Fees And Expenses. The following fees and expenses are hereby authorized in connection with the Funding Loan Agreement and the Note: (i) a Note Issuer Fee in an amount equal to 1.5 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note, (ii) a Note Legal Reserve Fee in the amount of 0.10 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note (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), (iii) a Note Administrative Fee in an amount equal to 0.15 percent of the outstanding principal of the Note, accruing monthly but payable to the City on a semi-annual basis, (iv) 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 DOH, and (v) a Monitoring Fee in the amount of \$25 per unit, paid annually, submitted with the annual owner's certification.

SECTION 15. City Restructuring Authorization. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (collectively, an "Authorized DOH Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein. Each Authorized DOH Officer is hereby authorized,

subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with: (a) the implementation of the Restructuring; and (b) any future restructuring of the 2020 Project which does not substantially modify the Material Terms.

SECTION 16. City 2026 Loan Authorization. Upon the approval and availability of the Additional Financing, the Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City 2026 Loan. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City 2026 Loan that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the City 2026 Loan to the Borrower.

SECTION 17. 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 18. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 19. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, or the Tax Agreement (collectively, the "City Agreements") against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Note.

SECTION 20. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code of Chicago (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 Note to receive payment of the principal of, premium, if any, or interest on the Note or to impair the security for the Note; 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 21. Affordable Housing. In order to ensure clarity in the applicable affordability restrictions, the requirements of Sections 2-44-080 through 2-44-105, inclusive, of the Municipal Code shall not apply to the Project or the Property, or any other multi-family housing projects: (i) which receive loans or grants from the City (for any multi-family housing projects funded in whole or in part from loans or grants derived from revenues from the Affordable Housing Opportunity Fund as described in Section 2-44-080(G) or Section 2-44-085(I) of the Municipal Code, the term "affordable housing" applicable to such multi-family housing projects pursuant to Section 2-44-080(G)(1)(ii) or Section 2-44-085(I)(1)(b) of the Municipal Code shall be deemed to include such affordability restrictions as determined by DOH in its sole discretion in connection with each such multi-family housing project), and/or which are eligible for tax credits administered by the City in connection with Section 42 of the Internal Revenue Code of 1986, as amended, or 20 ILCS 3805/7.28; and (ii) for which the applicable loan, grant and/or tax credit documents have not been executed and delivered by the City as of the effective date of this ordinance.

SECTION 22. 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)

- Borrower:** Levy House Preservation Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), of which POAH Levy House GP LLC, an Illinois limited liability company, is the general partner (the "General Partner").
- Project:** Acquisition and rehabilitation of an eight-story building located generally at the Property containing fifty-seven (57) residential units, including fifty-six (56) one-bedroom units and one (1) two-bedroom unit. The scope of rehabilitation includes replacement of windows, roofing, HVAC, select plumbing and masonry improvements, lighting upgrades, common area finish improvements, unit renovations, and accessibility upgrades. Exterior work includes limited sidewalk and parking lot repairs.

1. Multi-Family Housing Financing.

- Amount: Not to exceed \$15,000,000.
- Source: Proceeds from the issuance of the Note.
- Term: Not to exceed 210 months or another term acceptable to the Authorized Officer.
- Interest: Not to exceed the lesser of 12% or the maximum rate of interest allowable under state law, or such other rate acceptable to the Authorized Officer.
- Security: The Borrower Note, and accordingly the Note, will be secured, in part, by a mortgage on the Project from the Borrower in favor of the City (which will be assigned to the Bank) (the "Note Mortgage") and certain capital contributions to be made to the Borrower by the Investor Partner, and pledges and/or assignments of certain funds, personal property and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds). The Note Mortgage will grant the holder of the Borrower Note secured thereby a mortgage on the Project that is senior in position. The Borrower Loan shall be fully recourse against Borrower until completion of the Project rehabilitation, the Project's achievement of stabilized occupancy, and the satisfaction of such other conditions as set forth in the loan documents executed in conjunction with the Borrower Note and the Note (such conditions, collectively, the "Conversion Conditions"). Upon satisfaction of the Conversion Conditions, the Borrower Loan shall be non-recourse.

Additional Financing.

1. The City 2026 Loan:

- Source: Multi-Family Program Funds, proceeds of the 2024 Bonds, and/or corporate funds.
- Amount: Not to exceed \$5,500,000, or such other amount acceptable to the Authorized DOH Officer.
- Term: 40 years from the closing date.
- Interest: 0% per annum, or such other rate acceptable to the Authorized DOH Officer.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage and the City HOME Loan Mortgage, and/or such other security acceptable to the Authorized DOH Officer (the "City 2026 Loan Mortgage").

2. The CHA Loan:

Source: Chicago Housing Authority.

Amount: \$3,000,000, or such other amount acceptable to the Authorized DOH Officer.

Term: 43 years from the closing date, or such other term acceptable to the Authorized DOH Officer that is coterminous with, or no shorter than, the City 2026 Loan term, unless otherwise approved by the City.

Interest: 0% per annum, or such other rate acceptable to the Authorized DOH Officer.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, the City HOME Loan Mortgage, the City 2026 Loan Mortgage and/or such other security acceptable to the Authorized DOH Officer (the "CHA Loan Mortgage").

3. The Deferred Developer Fee Loan.

Source: Preservation of Affordable Housing LLC.

Amount: \$2,500,000, or such other amount acceptable to the Authorized DOH Officer.

Term: 18 years from the closing date, or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed the lesser of 8% or the maximum rate of interest allowable under state law.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, the City HOME Loan Mortgage, the City 2026 Loan Mortgage, the CHA Loan Mortgage, and/or such other security acceptable to the Authorized DOH Officer (the "DDF Loan Mortgage").

4. Seller Financing Loan.

Source: POAH Levy House LLC.

Amount: \$1,200,000, or such other amount acceptable to the Authorized DOH Officer.

Term: 43 years from the closing date, or such other term acceptable to the Authorized DOH Officer that is coterminous with, or no shorter than, the City 2026 Loan term, unless otherwise approved by the City.

Interest: Not to exceed the lesser of 10% or the maximum rate of interest allowable under state law.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, the City HOME Loan Mortgage, the City 2026 Loan Mortgage, the CHA Loan Mortgage, the DDF Loan Mortgage, and/or such other security acceptable to the Authorized DOH Officer.

5. Low-Income Housing Tax Credit ("LIHTC") Proceeds.

Amount: Approximately \$10,000,000, or such other amount acceptable to the Authorized DOH Officer.

Source: To be derived from the syndication of the LIHTCs generated by the issuance of the Note.

6. General Partner Capital Contribution.

Amount: \$100, or such other amount acceptable to the Authorized DOH Officer.

Source: POAH Levy House GP LLC.

7. Construction Period Income.

Amount: \$250,000, or such other amount acceptable to the Authorized DOH Officer.

Source: Levy House Preservation Associates Limited Partnership.

*Exhibit "B".
(To Ordinance)*

Funding Loan Agreement.

This Funding Loan Agreement, dated as of _____, 2026 (this "**Funding Loan Agreement**"), is entered into by **WINTRUST BANK, N.A.**, a national banking association (together with any successor hereunder, the "**Funding Lender**") and **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**").

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State Illinois, is a home rule unit of local government and as such may provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, Levy House Preservation Associates Limited Partnership, an Illinois limited partnership (the "**Borrower**"), its general partner POAH Levy House GP, LLC an Illinois limited liability company (the "**General Partner**") and Preservation of Affordable Housing, Inc., an Illinois not-for-profit corporation (the "**Corporation**"), the managing member of the General Partner, have proposed a certain low income housing project consisting of the acquisition of real property located at 1221 West Sherwin Avenue in the City and the rehabilitation of an eight story building, including replacement of windows, roofing, HVAC, select plumbing and masonry improvements, lighting upgrades, common area finish improvements and unit renovation and accessibility upgrades and limited sidewalk and parking lot repairs (the "**Project**"); and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "**Borrower Loan Agreement**"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note, as defined in the Borrower Loan Agreement (the "**Borrower Note**") and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to the Security Instrument (as hereinafter defined), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding

Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its not to exceed \$[] City of Chicago Multi-Family Housing Revenue Note (Levy House Project), Series 2026 (the "**Governmental Lender Note**") dated as of the Closing Date (defined below) collectively evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

References to the Governmental Lender Note as "tax-exempt" or to the "tax-exempt status" of the Governmental Lender Note are to the exclusion of interest payable on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" (within the meaning of Section 147 of the Code) thereto) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The following terms have the meanings set forth below:

“Additional Borrower Payments” shall have the meaning given such term in the Borrower Loan Agreement.

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

“Approved Institutional Buyer” means (1) a “qualified institutional buyer” (“QIB”) as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the “Securities Act”) that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.”

“Authorized Amount” shall mean an amount not to exceed \$15,000,000, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

“Authorized City Representative” shall have the meaning as set forth for the term “Authorized Officer” in the Ordinance.

“Borrower” shall mean Levy House Preservation Associates Limited Partnership, an Illinois limited partnership.

“Borrower Controlling Entity” shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

“Borrower Loan” shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

“Borrower Loan Agreement” shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

“Borrower Loan Agreement Default” shall mean any event of default set forth in Section 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall “exist” if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable notice and cure period.

“Borrower Loan Amount” shall mean an amount not to exceed \$15,000,000.

“Borrower Loan Documents” shall have the meaning given such term in the Borrower Loan Agreement.

“Borrower Note” shall mean the “Borrower Note” as defined in the Borrower Loan Agreement.

“Business Day” shall have the meaning set forth in the Borrower Loan Agreement.

“Closing Date” shall mean ___, 2026.

“**Code**” shall mean the Internal Revenue Code of 1986 as in effect on the Issuance Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Issuance Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“**Construction Escrow Agreement**” shall have the meaning given such term in the Borrower Loan Agreement.

“**Construction Funding Agreement**” shall mean that certain [Construction Funding Agreement] dated as of _____, 2026, 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.

“**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 mean the date on which shall have occurred (i) “Completion” (as defined in the Borrower Loan Agreement) shall have occurred, (ii) the Project shall have achieved a Debt Service Coverage Ratio (as defined in the Borrower Loan Agreement) of 1.15 to 1.00 for three (3) consecutive months immediately prior to such date, (iii) Borrower shall have caused the Property to have achieved Stabilized Occupancy (as defined in the Borrower Loan Agreement), and (iv) Funding Lender shall have received payment of the principal in an amount equal to \$10,280,000.

“**Equity Investor**” shall have the meaning given to that term in the Borrower Loan Agreement.

“**Event of Default**” shall have the meaning ascribed thereto in Section 9.1 hereof.

“**Fitch**” shall mean Fitch, Inc.

“**Funding Lender**” shall mean Wintrust Bank, N.A., a national banking association, and any successor or assignee thereof.

“**Funding Loan**” shall mean the loan made by the Funding Lender to the Governmental Lender pursuant to this Funding Loan Agreement, as evidenced by the Governmental Lender Note.

“**Funding Loan Agreement**” shall mean this Funding Loan Agreement, by and between the Funding Lender and the Governmental Lender, as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

“**Funding Loan Documents**” shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Compliance Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

“Government Obligations” shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

“Governmental Lender” shall mean the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois, together with its successors and assigns.

“Governmental Lender Note” shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

“Highest Rating Category” shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term “Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is “A 1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody's of “MIG 1” (for fixed rate) or “VMIG 1” (for variable rate) for three months or less and “Aa1” for greater than three months. If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated “AAA” by S&P and “Aa3” by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated “AAA” by S&P and “A1” by Moody's is not rated in the Highest Rating Category.

“Issuance Date” shall mean _____, 2026 the date that initial Funding Loan proceeds are disbursed hereunder.

“Material Funding Lender Event” shall mean the occurrence and continuation of one or more of the following:

- (a) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) the Funding Lender fails to advance funds requisitioned by the Borrower pursuant to the Borrower Loan Agreement and the Construction Funding Agreement within the periods provided therein, (ii) a petition has been filed and is pending against the Funding Lender under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 90 days after such filing; (iii) the Funding Lender has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented in writing to the filing of any petition against it under such law; or (iv) an order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, liquidator or trustee appointed for it or for the whole or substantially all of its property and has not

been dismissed within 90 days after filing. The occurrence of a Material Funding Lender Event under this subsection (a) and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings; or

(b) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) this Funding Loan Agreement or the Construction Funding Agreement is declared by a non-appealable order of a court of competent jurisdiction to be null and void; (ii) the Funding Lender has, in writing, rescinded, repudiated or terminated the Funding Loan Agreement or the Construction Funding Agreement; or (iii) the Funding Lender is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Funding Lender's activities.

“Maturity Date” shall mean 30 months from initial closing, with respect to the Governmental Lender Note, subject to extension to 15 years from the Conversion Date in accordance with the terms of the Construction Funding Agreement.]

“Maximum Rate” shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successor.

“Noteowner” or “owner of the Governmental Lender Note” mean the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(c).

“Ongoing Governmental Lender Fee” shall mean the annual bond administrative fee of the Governmental Lender in the amount of 15 basis points of the outstanding principal amount of the Note. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and, thereafter, on or before each anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.

“Opinion of Counsel” shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

“Ordinance” shall mean the Ordinance adopted by the Governmental Lender on _____, 2026 authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which Governmental Lender is a party.

“Permitted Investments” shall mean to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of

America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender; and provided further that such agreement includes the following restrictions:

- (1) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable, or (B) any Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the rating on the Funding Loan on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement;
- (2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;
- (3) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and
- (4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is

not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the down grade (other than the remedy set out in (B)) to perform.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S&P or "Aa1" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). If the Governmental Lender Note are rated by a Rating Agency, the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's is a Rating Agency. If at any time the Governmental Lender Note are not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or Aaa by Moody's. If at any time (i) either of the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

- (1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).
- (2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.
- (3) Any asset backed security, including mortgage-backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.
- (4) Any interest only or principal only stripped security.

- (5) Any obligation bearing interest at an inverse floating rate.
- (6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.
- (7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.
- (8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.
- (9) Any investment to which S&P has added an "r" or "t" highlighter.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pledged Revenues" shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

"Potential Default" shall have the meaning ascribed to that term in the Borrower Loan Agreement.

"Prepayment Premium" shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

"Project" shall have the meaning given to that term in the Borrower Loan Agreement.

"Qualified Financial Institution" shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or

other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Permitted Investments" or an entity which guarantees or insures, as applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

"Rating Agency" shall mean any one and each of S&P, Moody's and Fitch then rating the Governmental Lender Note or any other nationally recognized statistical rating agency then rating the Governmental Lender Note, which has been approved by the Funding Lender.

"Regulations" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"Regulatory Agreement" shall mean that certain Land Use Restriction Agreement, dated as _____, 2026, by and between the Governmental Lender 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.

"Second Highest Rating Category" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note are not rated (and, consequently, there is no Rating Agency), then the term "Second Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is "AA" for a term greater than one year, with corresponding ratings by Moody's of "Aa." If at any time (i) the Governmental Lender Note are not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated "AA" by S&P and "A" by Moody's is not rated in the Second Highest Rating Category.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security" shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement as more fully set forth in Article IV hereof.

"Security Instrument" shall mean the [Construction Mortgage, Security Agreement, Assignment of Leases and Rents 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 by the Governmental Lender to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

"Servicer" shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. [Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.]

“Servicing Agreement” shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

“S&P” shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, and its successors.

“State” shall mean the State of Illinois.

“Tax Compliance Agreement” shall mean the Tax Compliance Agreement, dated the Issuance Date, executed and delivered by the Governmental Lender and the Borrower.

“Tax Counsel” shall mean Hardwick Law Firm, LLC 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 constitute a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“Tax Counsel No Adverse Effect Opinion” shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“UCC” shall mean the Uniform Commercial Code as in effect in the State.

“Unassigned Rights” shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to payment of the Governmental Lender's Closing Fee, the Ongoing Governmental Lender Fee and any other fees payable to the Governmental Lender under Section 2.5 thereof, its rights to attorneys' fees under Section 5.14 thereof, its rights to indemnification under Section 5.15 thereof, its rights of access under Section 5.17 thereof, its rights to enforce the terms of the Regulatory Agreement, including Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project, and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

“Written Certificate,” “Written Certification,” “Written Consent,” “Written Direction,” “Written Notice,” “Written Order,” “Written Registration,” “Written Request,” and “Written Requisition” shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized City Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

“Yield” shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. Effect of Headings and Table of Contents. The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. Date of Funding Loan Agreement. The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. Designation of Time for Performance. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. Interpretation. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

ARTICLE II TERMS; GOVERNMENTAL LENDER NOTE

Section 2.1. Terms.

(a) **Principal Amount.** The total aggregate principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) **Draw-Down Funding.** The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of \$ _____. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after _____, 20__; provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion.

(c) **Origination Date; Maturity.** The Funding Loan shall be originated and the Governmental Lender Note shall be issued on the Issuance Date and shall mature on the applicable Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) **Principal.** The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances with respect to the Borrower Note under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender

Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

Section 2.2. Form of Governmental Lender Note. As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement and the Ordinance.

Section 2.3. Execution and Delivery of Governmental Lender Note. The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Chief Financial Officer, and its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. In case any officer of the Governmental Lender whose signature or facsimile signature shall appear on the Governmental Lender Note shall cease to be such officer before the Governmental Lender Note so signed and sealed shall have been actually delivered, the Governmental Lender Note may, nevertheless, be delivered as herein provided, and may be executed and delivered as if the persons who signed or sealed such Governmental Lender Note had not ceased to hold such offices or be so employed. The Governmental Lender Note may be signed and sealed on behalf of the Governmental Lender by such persons as, at the actual time of the execution of such Governmental Lender Note, shall be duly authorized or hold the proper office in or employment by the Governmental Lender, although at the date of the Governmental Lender Note such persons may not have been so authorized nor have held such office or employment.

Section 2.4. 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 [Issuance Date].

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan, provided that (A) such sale shall be only to Approved Institutional Buyers that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations and (B) if any amendment is to be made to this Funding Loan Agreement or any other Funding Loan Document (except for amendments to the Borrower Loan Documents) in conjunction with such transfer, a Tax Counsel No Adverse Effect Opinion and (ii) participation interests, in whole or in part, in the Governmental Lender Note and the Funding Loan.

(c) The Governmental Lender Note or any interest therein, shall be in fully registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third-party registrar.

(d) No service charge shall be made for any sale or assignment of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other charge that may be imposed in connection with any such sale or assignment and payment of any fees and expenses incurred by the Governmental Lender in connection therewith. Such sums shall be paid in every instance by the purchaser or assignee of the Governmental Lender Note.

**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 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, in the Borrower Loan Agreement or in the Construction Funding Agreement, 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 related Borrower Note pursuant to the Borrower Loan Agreement or the Construction Funding Agreement at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

Section 3.2. Notice of Prepayment. Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

ARTICLE IV SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "**Security**"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

- (a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;
- (b) The originally executed Borrower Loan Agreement and Regulatory Agreement;
- (c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;
- (d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and
- (e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security at the expense of the Borrower.

ARTICLE V LIMITED LIABILITY

Section 5.1. Source of Payment of Governmental Lender Note and Other Obligations; Disclaimer of General Liability. The Governmental Lender Note, together with premium, if any, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the security pledged hereunder. The Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of the Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

Section 5.2. Exempt from Individual Liability. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Note or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing the Governmental Lender Note in his or her personal capacity. No covenant, stipulation, promise, agreement or obligation contained in the Governmental Lender Note, this Funding Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing the Governmental Lender Note shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of the Governmental Lender Note or the execution of this Funding Loan Agreement.

ARTICLE VI CLOSING CONDITIONS; APPLICATION OF FUNDS

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the [Issuance Date] shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original executed Borrower Note, endorsed to the Funding Lender by the Governmental Lender, and the original Governmental Lender Note;
- (b) Receipt by the Funding Lender of executed counterparts of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument;
- (c) A certified copy of the Ordinance;

- (d) Executed Required Transferee Representations from the Funding Lender;
- (e) 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;
- (f) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;
- (g) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;
- (h) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender and the Funding Lender; and
- (i) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may reasonably require.

ARTICLE VII FUNDS AND ACCOUNTS

Section 7.1. Authorization to Create Funds and Accounts. No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender and the Servicer, if any, are authorized to establish and create from time to time such funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.6 hereof and of the Tax Compliance Agreement.

ARTICLE VIII REPRESENTATIONS AND COVENANTS

Section 8.1. General Representations. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Governmental Lender is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The Governmental Lender has power and lawful authority to adopt the Ordinance, to execute and deliver the Funding Loan Documents to which it is a party (the "**Governmental Lender Documents**"), to execute and deliver the Governmental Lender Note and receive the proceeds of the Funding Loan, to apply the proceeds of the Funding Loan to make the Borrower Loan, to assign the revenues derived and to be derived by the Governmental Lender from the

Borrower Loan to the Funding Lender, and to perform and observe the provisions of the Governmental Lender Documents and the Governmental Lender Note on its part to be performed and observed.

(b) The 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 the Funding Loan Agreement, executing and delivering the Government 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 representation as to the necessity of registering the Governmental Lender Note or the Borrower Note pursuant to any securities laws or complying with any other requirement of securities laws).

(c) To the knowledge of the Governmental Lender, no litigation, inquiry or investigation of any kind or by any judicial or administrative court or agency is pending or 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 full force and effect.

(d) The City Council of the Governmental Lender has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

(e) The Governmental Lender has duly authorized the execution and delivery of each of the Funding Loan Agreement and the Governmental Lender Note and the performance of the obligations of the Governmental Lender thereunder.

(f) The Governmental Lender makes no representation or warranty, express or implied, that the proceeds of the Funding Loan will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(g) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the repayment of the Funding Loan.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. Further Assurances. The Governmental Lender will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Funding Lender, to the extent permitted by the Ordinance, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Funding Lender or holders of interest in the Funding Loan, and grant a security interest unto the Funding Lender or holders of interests in the Funding Loan in and to the Security and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Funding Loan Documents and the Funding Loan.

Section 8.3. Payment of Funding Loan Obligations. The Governmental Lender will pay or cause to be paid the principal of, prepayment premium, if any, and the interest on the Funding Loan as the same become due, but solely from the Security, as described in Section 4.1 of this Funding Loan Agreement.

Section 8.4. Funding Loan Agreement Performance. The Funding Lender, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under the Funding Loan Agreement, all to the end that the Governmental Lender's rights under the Funding Loan Agreement may be unimpaired and free from default.

Section 8.5. Servicer. The Funding Lender may appoint a Servicer to service and administer the Funding Loan and the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement; provided, however, that no appointment of a Servicer shall release the Funding Lender from ultimate responsibility for any of the Funding Lender obligations hereunder.

Section 8.6. Tax Covenants. The Governmental Lender covenants to and for the benefit of the Funding Lender and any other holders of an interest in the Governmental Lender Note that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

- (i) At all times do and perform all acts and things permitted by law and this Funding Loan Agreement which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the tax-exempt status of the Governmental Lender Note;
- (ii) Not use or knowingly permit the use of any proceeds of the Funding Loan or other funds of the Governmental Lender, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions, which would result in any of the Governmental Lender Note being treated as an obligation not described in Section 142(a)(7) of the Code by reason of the Governmental Lender Note or interest thereon not meeting the requirements of Section 142(d) of the Code; and
- (iii) Not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Governmental Lender Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the regulations issued under Section 149 of the Code.

In furtherance of the covenants in this Section 8.6, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Compliance Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Funding Lender acknowledges receipt of the Tax Compliance Agreement and acknowledges its incorporation in this Funding Loan Agreement by this reference. The Funding Lender agrees it will invest funds held under this Funding Loan Agreement in Permitted Investments in accordance with the direction

of the Borrower and the terms of this Funding Loan Agreement and the Tax Compliance Agreement (this covenant shall extend throughout the term of the Funding Loan, to all funds and accounts created under or in connection with this Funding Loan Agreement and all moneys on deposit to the credit of any Fund or Account); provided that the Funding Lender shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows directions of the Borrower not inconsistent with the terms of this Funding Loan Agreement and the Tax Compliance Agreement or otherwise complies with the provisions of the Funding Loan Agreement relating to funds and accounts.

For purposes of this Section 8.6 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender and/or the Funding Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

Section 8.7. Performance by the Borrower. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

Section 8.8. Repayment of Funding Loan. Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, but solely from the Security set forth in Article IV hereof, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

Section 8.9. Borrower Loan Agreement Performance.

(a) The Servicer and the Funding Lender, on behalf of the Governmental Lender, may (but shall not be required or obligated to) perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer, 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 actual knowledge of such event; and further provided that the Governmental Lender shall have no liability to any person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, the Equity Investor and the Governmental Lender in writing of the occurrence of any Event of Default hereunder or any Borrower Loan Agreement Default known to the Funding Lender.

Section 8.10. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Funding

Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and prepayment premium, if any, paid on the Funding Loan, subject to the inspection of the Borrower, the Governmental Lender, the Servicer and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

Section 8.11. Representations and Warranties of the Funding Lender. The Funding Lender hereby represents to the Governmental Lender and the Borrower that it is duly authorized to enter into and perform this Funding Loan Agreement, and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Funding Loan Agreement.

ARTICLE IX DEFAULT; REMEDIES

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) 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, Borrower, or Equity Investor 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, Borrower or Equity Investor is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Note, (2) the principal of and Prepayment Premium on the Governmental Lender Note that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Note, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Note, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

All Events of Default, other than the non-payment of the principal of the Government Lender Note which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

Section 9.3. Additional Remedies; Funding Lender Enforcement.

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available

under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

- (i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;
- (ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;
- (iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or
- (iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

Whether or not an Event of Default has occurred, and except as provided in Section 9.15, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax-exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights.

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.4, 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

- (a) First: To the payment of any and all fees due the Governmental Lender, the Servicer or the Rebate Analyst under the Borrower Loan Documents;
- (b) Second: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan;
- (c) Third: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Governmental Lender Note) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Governmental Lender Note; provided, however, that partial interests in any portion of the Governmental Lender Note shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and
- (d) Fourth: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.
- (e) If and to the extent this Section 9.4 conflicts with the provisions of the Construction Funding Agreement or the Servicing Agreement, the provisions of the Construction Funding Agreement or 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 the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisal 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 appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its permitted assignee or designee in accordance with Section 2.4 hereof shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from

and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents, subject to the last paragraph of Section 9.2.

Section 9.15. Remedies upon Unremedied Material Funding Lender Event. Upon the occurrence of a Material Funding Lender Event which shall continue unremedied for a period of 60 days (a “**Funding Lender Event of Default**”), the Governmental Lender may direct that the Governmental Lender Note be transferred to and obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Borrower pursuant to Section 2.4(b) hereof and acceptable to the Governmental Lender; provided, however, that no such transfer shall become effective until (a) the Funding Lender has been fully reimbursed for all advances made and all expenses incurred and all other amounts owed to Funding Lender with respect to the Governmental Lender Note through the date of transfer, (b) the Funding Lender shall be fully released in writing by the Governmental Lender, the Borrower and the successor Funding Lender from any and all continuing obligations and liabilities with respect to the Funding Loan, (c) such other lender shall have executed and delivered to the Funding Lender the Required Transferee Representations and (d) Funding Lender shall be indemnified by the Borrower for any losses incurred by Funding Lender with respect to the Funding Loan (except losses arising from Funding Lender’s gross negligence or willful misconduct). Notwithstanding anything herein to the contrary contained, Funding Lender shall not be liable to the Governmental Lender or the Borrower for any loss of tax-exemption, tax or other charge that may be imposed in connection with any such sale or assignment or for any fees and expenses incurred by the Governmental Lender or Borrower in connection therewith; nor shall the Funding Lender be liable to the Governmental Lender or Borrower for any special, indirect, consequential, exemplary or punitive damages, all such liability being expressly waived, to the fullest extent permitted by law.

ARTICLE X

AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Requiring Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender solely in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with

prompt written notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender, together with true, complete and correct signed copies thereof.

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, if requested by the Funding Lender, 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. In addition, if such modification of the Borrower Loan Agreement or Borrower Note would cause a reissuance of the Governmental Lender Note or otherwise adversely affect the tax-exempt status of the interest on the Governmental Note, Governmental Lender's consent shall also be required, together with a Tax Counsel No Adverse Effect Opinion.

Section 10.4. Execution of Consents by Governmental Lender. Any consents required pursuant to this Article X from, or on behalf of, the Governmental Lender may be executed by an Authorized City Representative.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notices.

(a) All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows.

If to the Governmental Lender:

City of Chicago
Department of Housing
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Telephone: (312) 744-4190
Facsimile: (312) 742-2271

and with a copy to:

City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 742-0277
(refer to "Finance & Econ. Development
Division" on cover sheet)

and with a copy to:

City of Chicago
Office of the City Comptroller's Office
121 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7106
Facsimile: (312) 742-6544

If to the Borrower:

Levy House Preservation Associates Limited Partnership
c/o POAH Levy House GP, LLC
2 Oliver Street, Suite 500
Boston, Massachusetts 02019
Attention: General Counsel

and with a copy to:

Applegate & Thorne-Thomsen, P. C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Diane K. Corbett

If to the Funding Lender: Wintrust Bank, N.A.
231 S. LaSalle St., 2nd Floor
Chicago, Illinois 60604
Attention: Marty Langhenry
Email: mlanghenry@wintrust.com

And with a copy to: Ginsberg Jacobs LLC
300 S. Wacker Dr., Suite 2570
Chicago, Illinois 60606
Attention: Darryl P. Jacobs
Email: djacobs@ginsbergjacobs.com

If to the Equity Investor: Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

And with a copy to: Email: legal@enterprisecommunity.org
Attn: Chief Legal Counsel

and with a copy to: Gallagher LLP
650 South Exeter Street, Ste. 650
Baltimore, Maryland 21202
Attn: Jessica Weston

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, if listed above, 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 8.8 hereof); except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 11.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 11.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

Section 11.5. Governing Law. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

Section 11.6. Severability. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be 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. Reserved.

Section 11.9. Reserved.

Section 11.10. Electronic Transactions. The transactions described in this Funding Loan Agreement may be conducted, and related documents and may be stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of the first day of ____, 2026.

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.

**WINTRUST BANK, N.A., a national banking
association**

By: _____
Name: _____
Title: _____

CITY OF CHICAGO

By: _____
Name: Steven Mahr
Title: Chief Financial Officer

[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 Note May Be Owned Only By A Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement, And The Holder Hereof, By The Acceptance Of This Funding Loan Agreement (A) Represents That It Is A Permitted Transferee And (B) Acknowledges That It Can Only Transfer This Governmental Lender Note To Another Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement.

City Of Chicago

[\$____,000,000]

Multi-Family Housing Revenue Note

(Levy House Project), Series 2026

Dated _____, 2026

not to exceed [\$____,000,000]

For Value Received, the undersigned City of Chicago ("Obligor") promises to pay to the order of Wintrust Bank, N.A., and its successors and assigns ("Holder") the maximum principal sum of [_____ and no/100 Dollars (\$____,000,000)], on _____, 2044, 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 _____, 2026 (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to the Borrower, under that certain Borrower Loan Agreement, dated as of _____, 2026 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

In Witness Whereof, The undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

Obligor:

City of Chicago

By: _____

Name: Steven Mahr

Title: Chief Financial Officer

(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" or the "Funding Lender") of the not to exceed [\$_____,000,000] Multi-Family Housing Revenue Note (Levy House Project), Series 2026, dated _____, 2026 (the "Governmental Lender Note") issued pursuant to an

Ordinance adopted on _____, 2026 (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of _____, 2026 (the "Funding Loan Agreement") between the Governmental Lender and Holder, as Funding Lender, hereby represents that:

1. The Funding Lender hereby acknowledges the execution and delivery of the Governmental Lender Note in the original aggregate principal amount of up to [\$____,000,000].

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution and delivery of the Governmental Lender Note.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Note. We are able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable lender would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Note, the Funding Loan Agreement and the Funding Loan and the security therefor so that, as a reasonable lender, the Holder has been able to make its decision to extend the Funding Loan [or an interest therein] and purchase the Governmental Lender Note [or an interest therein]. The Funding Lender understands that the Governmental Lender Note and the Borrower Loan Agreement are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Note and the Borrower Loan Agreement (i) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed in any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will be delivered in a form which is not readily marketable. The Holder acknowledges that it has not relied upon the Governmental Lender for any information in connection with the Holder's purchase of the Governmental Lender Note [or an interest therein].

5. The Holder is an Approved Institutional Buyer (as defined in the Funding Loan Agreement).

6. The Holder acknowledges that it is purchasing [an interest in] the Governmental Lender Note for investment for its own account and not with a present view toward resale or the distribution thereof, in that we do not now intend to resell or otherwise dispose of all or any part of our interests in the Governmental Lender Note. Subject to paragraph 7 below, the Funding Lender acknowledges and agrees that the Governmental Lender Note, or interests therein, can be sold and subsequently transferred only to

purchasers that execute and deliver to the Governmental Lender an representations from the transferee to substantially the same effect as these required transferee representations or in such other form authorized under the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender.

7. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Note will not disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Funding Lender understands that the Governmental Lender Note is a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Note are expressly limited as set forth in the Funding Loan Agreement and related documents. The Funding Lender acknowledges that the Governmental Lender Note is not an indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security and receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement and the Borrower Loan Agreement. The Funding Lender acknowledges that no holder of the Governmental Lender Note, or any interest therein, has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

_____, as Holder

By: _____

Name: _____

Its: _____

Exhibit "C".
(To Ordinance)

BORROWER LOAN AGREEMENT

Between

**CITY OF CHICAGO,
as Governmental Lender,**

and

**LEVY HOUSE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership,
as Borrower**

Dated as of _____, 2026

Relating to:

[\$_____,000,000]

Funding Loan originated by WINTRUST BANK, 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 initially pledged and assigned to Wintrust Bank, N.A., a national banking association, as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between the Governmental Lender and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used 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 1st day of _____, 2026, between the **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**"), and **LEVY HOUSE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership, together with its successors and assigns, the "**Borrower**").

WITNESSETH:

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal or redemption price of and interest on such indebtedness of the Governmental Lender; and

WHEREAS, the Borrower has applied to the Governmental Lender for a loan (the "**Borrower Loan**") for a low-income housing project for seniors consisting of the acquisition of real property located at 1221 West Sherwin Avenue in the City and rehabilitation of an eight story building, including replacement of windows, roofing, HVAC, select plumbing and masonry improvements, lighting upgrades, common area finish improvements and unit renovation and accessibility upgrades and limited sidewalk and parking lot repairs (the "**Project**"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "**Funding Loan Agreement**"), between the Governmental Lender and Wintrust Bank, N.A., a national banking association (the "**Funding Lender**"), under which the Funding Lender will make a loan (the "**Funding Loan**") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, development, equipping and/or operation of the Project; and;

WHEREAS, the Borrower Loan is secured by, among other things, that certain [Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing] (as amended, restated and/or supplemented from time to time) the "**Security Instrument**", of even date herewith in favor of Governmental Lender, encumbering the Project, and assigned by the Governmental Lender to the Funding

Lender to secure the Funding Loan and will be advanced to Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

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:

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.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Unless otherwise specified, (i) all references to 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.

"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 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), [Section 3.3.3 of the Construction Funding Agreement (Borrower Loan in Balance), Section 7.1 of the Construction Funding Agreement (Mandatory Payments of Borrower Loan)], Section 5.14 (Expenses) and [Section 10 of the Borrower Note (Voluntary and Involuntary Prepayments)].

"Affiliate" or "Affiliate of Borrower" means, as to the Borrower or its General Partner, (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 or its General Partner, (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 or its General Partner, (iii) any partner, shareholder or, if a limited liability company, member of the Borrower or its General Partner, or (iv) any other person that is related by blood or marriage

to the Borrower or its General Partner (to the extent any of the Borrower or its General Partner is a natural person).

"Agreement of Environmental Indemnification" shall mean the [Environmental Indemnity Agreement], of even date herewith, executed by the Borrower and Guarantor for the benefit of the Funding Lender and any lawful holder, owner or pledgee of the Borrower Note from time to time, as amended and restated from time to time, including, without limitation, in connection with the Assignment Event.

"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" has the meaning assigned to such term 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 Construction Funding Agreement, or if not defined therein, shall mean the commencement or filing of a voluntary or involuntary proceeding seeking (i) liquidation, reorganization or other similar relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator conservator or similar official as the result of a Bankruptcy Proceeding.

"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.

"Borrower" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Borrower Controlling Entity" shall mean, if the Borrower is a partnership, any general partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

"Borrower Deferred Equity" shall mean the Equity Contributions to be made by the Equity Investor to Borrower pursuant to the Partnership Agreement (and subject to the conditions precedent, adjustments, and other terms and conditions contained therein) other than Borrower Initial Equity, in accordance with the schedule set forth in Exhibit A-1 of the Partnership Agreement.

"Borrower Initial Equity" shall mean an initial installment of the Equity Contributions made to Borrower by the Equity Investor in an amount of at least \$_____ to be made on or prior to the Issuance Date.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"Borrower Loan Agreement" shall mean this Borrower Loan Agreement.

"Borrower Loan Amount" shall mean not to exceed \$15,000,000, the maximum aggregate principal amount of the Borrower Note.

"Borrower Loan Documents" shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Guaranty, the Security Instrument, the Collateral Assignments, the Agreement of Environmental Indemnification and all other documents or agreements evidencing or relating to the Borrower Loan, whether executed on the date hereof or in connection with the Assignment Event.

"Borrower Loan Payment Date" shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

"Borrower Loan Payments" shall mean the monthly loan payments payable pursuant to the Borrower Note.

"Borrower Loan Proceeds" shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

"Borrower Note" shall mean that certain [Promissory Note-Borrower Loan (Levy House Project), Series 2026], dated as of the Closing Date in the original maximum principal amount of not to exceed [\$_____,000,000] made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented, restated 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 have the meaning set forth in the Construction Funding Agreement.

"Calendar Month" shall mean each of the twelve (12) calendar months of the year.

"CC&Rs" shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property, including, without limitation, the Regulatory Agreement.

“**City**” shall mean the City of Chicago, Illinois.

“**Closing Date**” shall mean _____, 2026.

“**Code**” shall mean the Internal Revenue Code of 1986 as in effect on the Issuance Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Issuance Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“**Collateral**” shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to 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 is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

“**Collateral Assignments**” means all pledges and assignments made by the Borrower, Developer and/or General Partner of ownership interests therein or in the Project or any contracts, agreements, leases, subleases, licenses, permits, plans and specifications, accounts and other property, real or personal, related to the Project and/or the construction and operation of the Improvements, [including, without limitation the Cash Collateral Agreement (as defined in the Construction Funding Agreement)].

“**Completion**” shall have the meaning set forth in Section 5.25.

[“**Completion Date**” shall have the meaning 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.

“**Construction Consultant**” shall mean a third-party architect or engineer selected and retained by Funding Lender, at the reasonable 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 Escrow Agreement**” shall mean that certain Escrow Agreement, dated as of _____, 2026, among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, Borrower, certain subordinate lenders named therein, and Contractor, as such agreement may be amended, modified, supplemented and replaced from time to time.

“**Construction Funding Agreement**” means that certain [Construction Funding Agreement] dated as of [_____, 2026], 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.

“Construction Schedule” shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

“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 Date” shall mean the date on which the conditions set forth in Section 2.11 below are satisfied.

“Cost Breakdown” shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender's consent.

“Costs of Funding” shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

“Costs of Funding Deposit” shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Issuance Date.

“Cost of Improvements” shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

“County” shall mean Cook County, Illinois.

“Date of Disbursement” shall mean the date of a Disbursement.

“Day” or “Days” shall mean calendar days unless expressly stated to be Business Days.

“Debt” shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and 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.

"Debt Service" means the annualized sum of the monthly installments of principal and interest under the Loan actually accruing for the applicable number of months for which such debt service is being calculated.

"Debt Service Coverage Ratio" means, as of the Conversion Date, the ratio, as determined by Funding Lender in its reasonable discretion, of (a) Net Operating Income from the Project for the applicable number of months for which the Debt Service Coverage Ratio is being calculated, annualized as applicable, to (b) Debt Service for the same measured period of time, annualized as applicable.

"Default Rate" shall have the meaning given to that term in the Borrower Note.

"Determination of Taxability" shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service in the form of a final advice determination, (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) to a "substantial user"; 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, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

"Developer Fee" shall mean the fees and/or compensation payable to Preservation of Affordable Housing LLC, a Massachusetts limited liability company (the **"Developer"**), pursuant to the Development Services Agreement dated as of the Closing Date between Borrower and such developer, which fees and/or compensation shall not be paid except as otherwise permitted pursuant to Section 6.13(b).

"Disbursement" means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement and 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.

"Equity Contributions" shall mean the equity to be contributed by, or on behalf of, the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

“**Equity Investor**” shall mean Wincopin Circle LLLP, a Maryland limited liability limited partnership, and its successors and assigns.

“**ERISA**” shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

“**Event of Default**” shall mean any Event of Default set forth in Section 8.1 of 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**” 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 principal and interest on all indebtedness coming due during such period (whether in installments or at maturity, by 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 the Partnership Agreement, the Subordinate Loan Documents or any other agreement relating to the Property, but excluding depreciation and amortization of intangibles.

“**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, (including the amount of money that would be required to fund a replacement reserve equal to \$350 for each dwelling unit per year), 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 [7.000%] of Gross Income, costs of billings and collections, costs of insurance, costs of audits, and any mandatory (i. e., “hard” pay) debt service payments. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate soft pay (i. e., cash flow only) 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, or any expenses budgeted to be paid from reserves. Expenses of the Project which are paid less frequently than each month and which are allocable evenly to each month may be prorated to reflect such allocation.

“**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 and as further defined in the Code) 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 investment.

"Funding Lender" shall mean Wintrust Bank, N.A., a national banking association, and any assignee thereof, in its capacity as lender under the Funding Loan.

"Funding Loan" means the Funding Loan in the maximum principal amount of \$15,000,000 made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

"Funding Loan Agreement" means the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall have the meaning given to that term in the Funding Loan Agreement.

"GAAP" shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

"General Partner" shall mean [POAH Levy House GP, LLC], an Illinois limited liability company, its successors and assigns.

"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 recitals to this Borrower Loan Agreement.

"Governmental Lender Note" shall mean that certain City of Chicago Multi-Family Housing Revenue Note (Levy House Project), Series 2026, dated as of the Closing Date in the maximum principal amount of [\$___,000,000], made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented, restated or replaced from time to time.

"Governmental Lender's Closing Fee" shall mean an amount equal to 1.5% of the original principal amount of the Governmental Lender Note payable on the Issuance Date. The Governmental Lender's Closing Fee is payable to the Governmental Lender pursuant to Section 2.3(c)(iii) hereof.]

"Gross Income" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership 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-reoccurring items (including any real property tax refunds).

"Gross Proceeds" shall mean, without duplication, the aggregate of:

- (a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;
- (b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;
- (c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and
- (d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"Guarantor(s)" shall mean Preservation of Affordable Housing LLC an Illinois limited liability company, or any other person or entity which may hereafter become a Guarantor of any of the Borrower's obligations under the Borrower Loan.

"Guaranty" shall mean, collectively, (a) the Completion and Repayment Guaranty, and (b) the Non-Recourse Carveout Guaranty, each dated as, of even date herewith, by the Guarantor(s) for the benefit of the Funding Lender.

"Improvements" shall mean the multifamily residential Project together with related common areas along with parking lot facilities, to be rehabilitated upon the Land and known or to be known as Levy House, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property constituting a part of the Project 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.

"Installment Computation Date" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"Interest Rate" shall mean with respect to the Borrower Note the rate of interest accruing on the Borrower Note.

"Issuance Date" shall mean _____, 20__, the date the initial Borrower loan proceeds are disbursed hereunder.

"Land" means the real property described on **Exhibit A** to the Security Instrument.

"Late Charge" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section 6 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, the CC&Rs and all other 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.

"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.

"Material Adverse Change" means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, General Partner, any Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, General Partner or any 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. Borrower shall provide Funding Lender with Borrower's calculation of Net Operating Income, certified by an appropriate financial officer of Borrower or any Person that controls Borrower, together with all relevant supporting detail required to determine the same, which calculation and supporting detail shall be subject to Funding Lender's approval in its reasonable discretion.

“Nonpurpose Investment” shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan, and which is not acquired to carry out the governmental purpose of the Funding Loan.

[**“Ongoing Governmental Lender Fee”** shall mean the annual fee of the Governmental Lender in the amount of 15 basis points of the outstanding principal amount of the Governmental Note. The Ongoing Governmental Lender Fee accrued monthly but is payable on a semiannual basis in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and, thereafter, on or before each semiannual anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.]

“Other Borrower Monies” 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.

“Partnership Agreement” shall mean that certain First Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of the Closing Date, 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.

“Payment Obligations” shall mean all obligations of Borrower for the payment of money to the Governmental Lender or to any other person under the Borrower Note, this Borrower Loan Agreement or under any other Borrower Loan Document.

“Permitted Encumbrances” shall have the meaning given to that term in the Security Instrument.

“Permitted Lease” shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements and satisfying the requirements of the Construction Funding Agreement, providing for an initial term of not less than six (6) months nor more than two (2) years.

“Person” shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

“Plan” shall mean (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 and/or passage of time, be an Event of Default.

“Prepayment Premium” shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of a Borrower Note (including any prepayment premium as set forth in such Borrower Note).

“Project” shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

“Project Affordable Housing Requirements” shall mean that the Units shall be set aside for occupancy by individuals or families whose incomes are at or below fifty percent (50%) of AMI. Said Units shall be “rent-restricted” within the meaning of Section 42(g)(2) of the Code, and shall satisfy the requirements of Section 42(i)(3) of the Code.

“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 Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the acquisition and construction or rehabilitation of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by an Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual Borrower out of pocket costs incurred by such Affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such Affiliate, and (C) any overhead expenses incurred by such Affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an “affiliated group” (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code; (iii) the costs are paid after the earlier of 60 days prior to March 15, 2023, being the date on which the Governmental Lender first declared its “official intent” to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan; and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding

Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Note (as defined in Section 1.148-1 of the Regulations), or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid); provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.]

["**Rebate Amount**" shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.]

["**Rebate Analyst**" shall mean the rebate analyst selected by the Borrower and acceptable to the Governmental Lender and the Funding Lender.]

"**Rebate Analyst's Fee**" shall mean the fee of the Rebate Analyst. The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst.

"**Rebate Fund**" shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

"**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**" means the Land Use Restriction Agreement dated as of _____, 2026 between the City and the Borrower, as supplemented and amended.

"**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.

["**Retainage**" shall mean, for each Construction Contract, ten percent (10%) of all amounts required to be paid to a Contractor under the Construction Contract and five percent (5%) for Disbursements made from and after achievement of 90% construction completion, which shall be released upon satisfaction of the conditions set forth in Section [3.12] of the Construction Funding Agreement.]

"**Secondary Market Disclosure Document**" shall have the meaning set forth in Section 9.1.2 hereof.

“**Secondary Market Transaction**” shall have the meaning set forth in Section 9.1.1 hereof.

“**Securities**” shall have the meaning set forth in Section 9.1.1 hereof.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Security**” shall have the meaning set forth in Article IV of the Funding Loan Agreement.

“**Security Documents**” shall mean the Security Instrument, the Guaranty, the Collateral Assignments, this Borrower Loan Agreement, the Agreement of Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request from time to time.

“**Security Instrument**” shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

“**Servicer**” shall mean the Servicer, if any, contracting with or appointed by the Funding Lender to service the Borrower Loan. [The initial Servicer shall be Wintrust Bank, N.A.]

“**Servicing Agreement**” shall mean any servicing agreement or master servicing agreement, among the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

“**Stabilized Occupancy**” shall mean the Project shall have achieved ninety-five percent (95%) occupancy of the Units for the trailing ninety (90) days pursuant to Permitted Leases by residential tenants who are actually paying rent for such period in accordance with the Project Affordable Housing Requirements.

“**Standard & Poor’s**” or “**S&P**” shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, or its successors.

“**State**” shall mean the State in which the Project is located.

[“**Subordinate Debt**” shall mean (1) the subordinate loan in the original principal amount of \$3,750,000 made by the City of Chicago, from its HOME Program Funds, as a Subordinate Lender, and assumed by the Borrower; (2) the subordinate loan in the amount of \$5,500,000 being made by the City of Chicago, from its Multi-Family Program Funds, as a Subordinate Lender; (3) the subordinate loan in the amount of \$3,000,000 being made by the Chicago Housing Authority as a Subordinate Lender; (4) the subordinate loan in the amount of [\$2,250,000] being made by the Developer as a Subordinate Lender; and (5) the subordinate loan in the amount of [\$1,175,000] being made by POAH Levy House, LLC, an Illinois limited liability company (the “**Seller**”), as a Subordinate Lender, in each case pursuant to the Subordinate Loan Documents for each such subordinate loan.]

[“**Subordinate Lender**” shall mean the City of Chicago, the Chicago Housing Authority, the Developer, and the Seller, either individually or collectively as the context may require.]

“**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 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 of 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 or the Construction Funding Agreement.

“**UCC**” shall mean the Uniform Commercial Code as in effect in the State.

“**Unit**” shall mean a residential apartment unit within the Improvements.

“**Written Consent**” and “**Written Notice**” shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

ARTICLE II GENERAL

Section 2.1. Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1; provided, however, that such designation shall not release or absolve Funding Lender from ultimate responsibility for fulfillment of such rights or responsibilities.

Section 2.2. Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned the Security to the Funding Lender under and pursuant to the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be endorsed by the Governmental Lender and delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, and the Funding Loan Documents, injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, 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.

Section 2.3. Loan; Borrower Note; Conditions to Closing.

(a) The Funding Loan shall be funded by the Funding Lender directly to the Borrower or through the escrow established by the Construction Escrow Agreement, subject to the conditions set forth in the Construction Funding Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay Qualified Project Costs. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Construction Funding Agreement and the Funding Loan Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, 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 of the Borrower Note.

(c) Closing of the Borrower Loan on the Issuance Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender); and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan, including the Governmental Lender's Closing Fee and the initial fees and expenses of the Funding Lender.

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., Chicago time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any setoffs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) If there is a Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to Funding Lender.

Section 2.5. Additional Borrower Payments.

(a) The Borrower shall pay on demand the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as 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 all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) [Reserved];

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, all charges, costs, advances, indemnities and expenses, including reasonable agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with 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.

(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 reasonable 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 reasonable 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 if Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Funding Lender, 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; and (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 or the other Borrower Loan Documents.

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, General Partner or any Guarantor and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

Section 2.10. Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement.

Section 2.11. Conversion to Permanent Loan. The parties intend that Borrower shall have repaid a portion of the Borrower Loan in the amount of [\$10,280,000], and that the remaining Borrower Loan will be converted to a permanent loan on a date that is no later than thirty (30) months after the Closing

Date. Notwithstanding anything to the contrary herein, the conversion will only be effective if Borrower has satisfied each of the following conditions precedent to conversion: (a) as of the Conversion Date, the Project shall have achieved, subject to the conditions of this Section, a Debt Service Coverage Ratio of 1.15:1.00 for three (3) consecutive months immediately prior to the Conversion Date, (b) Borrower shall have caused the Property to achieve Stabilized Occupancy; (c) there will be at the time of conversion no Event of Default; (d) the principal balance of the Permanent Loan will not exceed [\$4,720,000]; and (e) the Conversion Date shall not be later than the date that is thirty (30) months after the Closing Date. Upon satisfaction of the conditions precedent contained in this Section, the Guarantor shall be released from the Completion and Repayment Guaranty, without any further action of the Guarantor, and the Completion and Repayment Guaranty shall be deemed to be terminated.

ARTICLE III

[RESERVED]

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1. Borrower Representations. To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Issuance Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, and as of the Maturity Date in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full.

Section 4.1.1 Organization; Special Purpose. The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate limited partnership or limited liability company action, as appropriate has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are 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 other than any lien contemplated by the Borrower Loan Documents and Subordinate Loan Documents, including but not limited to the lien of the Security Instrument, upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4 Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or the Guarantor(s), or their respective assets, properties or operations which, if determined adversely to the Borrower, General Partner, or such Guarantor or their respective 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 and Guarantor(s), none of the Borrower, General Partner or any 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 each 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 any Guarantor. To the best of their knowledge, none of Borrower, General Partner or any 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 such 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 any Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or any Guarantor, as applicable, is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or any Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

Section 4.1.5 Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

Section 4.1.6 Title. The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid lien on the fee simple interest in the Project and (ii) security interests in and to, and collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7 Survey. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "**Bankruptcy Proceeding**"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document, or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10 No Plan Assets. The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

Section 4.1.11 Compliance. The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Affiliate of Borrower 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 best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, 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 Material 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 best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project is 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 (or will be) a separate tax lot and is not (or will not be) a portion of any other tax lot that is not a part of the Land.

Section 4.1.19 Assessments. There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20 Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21 Insurance. The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the other Borrower Loan Documents and has delivered to the Servicer or Funding Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

Section 4.1.22 Use of Property; Licenses. The Project will be used as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "**Licenses**") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23 Flood Zone. Either all Improvements will be constructed above the flood grade or the Borrower will obtain appropriate flood insurance as directed by the Funding Lender.

Section 4.1.24 Physical Condition. The Project, including all Improvements, parking facilities, systems, fixtures, equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary

premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25 Encroachments. All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property 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 Funding Lender.

Section 4.1.26 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Funding Loan and the Project.

Section 4.1.27 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid or will be paid when due if not yet due. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28 Investment Company Act. The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Section 4.1.29 Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

Section 4.1.30 Ownership of the Borrower. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

Section 4.1.31 Environmental Matters. To the best of Borrower's knowledge and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender (the "Prior Environmental Disclosures"), the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument or the other Borrower Loan Documents. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

Section 4.1.32 Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33 Subordinated Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.7 hereof, except trade payables incurred in the ordinary course of business.]

Section 4.1.34 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

Section 4.1.35 General Tax. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Compliance Agreement are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.

Section 4.1.37 Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

Section 4.1.38 Americans with Disabilities Act. The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), to the extent required (as evidenced by an architect's certificate to such effect).

Section 4.1.39 Requirements of Code and Regulations. The Project satisfies all requirements of the Code and the Regulations applicable to the Project.

Section 4.1.40 Regulatory Agreement. The Project, as of the date of origination of the Funding Loan, is in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.41 Intention to Hold Project. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreements, to sell the Project or any part of the Project (except for rights granted in the Partnership Agreement and that certain Right of First Refusal and Option Agreement between the Borrower and Preservation of Affordable Housing, Inc.); 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 a limited liability company, duly organized and validly existing under the laws of the State. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as General Partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it 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, for itself, and 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(s). The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor(s) are a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by the Guarantor(s) and are legally valid and binding obligations of the Guarantor(s), enforceable against the Guarantor(s) in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45 No Material Defaults. Except as previously disclosed to Funding Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) 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 any Guarantor to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

Section 4.1.46 Payment of Taxes. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor(s) required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner or Guarantor(s), 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 the General Partner or any Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or any Guarantor, and neither Borrower nor General Partner have contracted with any Governmental Authority in connection with such taxes.

Section 4.1.47 Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

Section 4.1.48 Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of 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, or has had prepared on its behalf, a prospective Unit absorption and rent collection schedule with respect to the Project in form and substance acceptable to Funding Lender, 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 CCRs. The CC&Rs are in full force and effect and the Borrower has complied with the terms and conditions under the CC&Rs. 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 an material default under the CC&Rs.

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 and the other Borrower Loan Documents, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument and the other Borrower Loan Documents.

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 Construction Funding Agreement and/or the Security Instrument.

Section 5.4. Litigation. The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

Section 5.5. Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of the Project Agreements, the CC&Rs, the Subordinate Loan Documents and any other agreement or instrument materially affecting or pertaining to the Project.

Section 5.6. Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7. Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings 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 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 written notice to the Borrower of the need for a Secondary Market Disclosure Document in connection with a Secondary Market Transaction, the Borrower shall deliver to the Funding Lender or the Servicer copies of the Provided Information and all other 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 Environmental Laws (as defined in the Agreement of Environmental Indemnification), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Agreement of Environmental Indemnification) are on or near the Project in violation of Environmental Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Environmental Laws, in each case as set forth in the Agreement of Environmental Indemnification.

Section 5.11. Governmental Lender's and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.12. Estoppel Statement. The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after written request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, as applicable, with respect to each Borrower Note, (i) the unpaid principal of such 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 written request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project, if any, 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 2.5 hereof, all costs and expenses, including the cost of evidence of title and reasonable 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 written 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 the Agreement of Environmental Indemnification.

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, 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, 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), 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, provided, however, the Borrower's liability under this provision shall not extend to cover the period of any violation that first arose, commenced or occurred as a result of actions of the Indemnified Party, after the satisfaction, discharge, release, assignment, termination or cancellation of the Security Instrument following the payment in full of the Borrower Note and all other sums payable under the Borrower Loan Documents or after the actual dispossession from the entire Mortgaged Property of Borrower and all entities which control, are controlled by, or are under the common control with Borrower 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 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, the General Partner, any Guarantor or their affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure by Borrower or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party.

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials, directors, employees, attorneys and agents ("**City Indemnified Parties**") against any Liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes, except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party.

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 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 reasonable 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 reasonable 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 Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 5.17. Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

Section 5.18. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.19. Covenant with Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project. The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient

to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21. Maintenance of Insurance. Borrower will maintain the insurance required by the Construction Funding Agreement.

Section 5.22. [Information; Statements and Reports. Borrower shall furnish or cause to be furnished to Governmental Lender and Funding Lender:]

(a) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take;

(b) Financial Statements; Rent Rolls. In the manner and to the extent required under the Construction Funding Agreement, 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;

(c) Omitted;

(d) Leasing Reports. At the request of the Funding Lender, a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such prior Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(e) Audit Reports. Within thirty (30) days of the receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(f) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(h) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(b) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor(s) or the Project, as Funding Lender or Governmental Lender reasonably requests in writing 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 any Guarantor, or any Legal Action which is threatened against Borrower, General Partner or any 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 any Guarantor is a party or by or to which Borrower, General Partner or any 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 such Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&Rs (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not 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 others to comply, with applicable CC&Rs 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, including any change orders that may be approved, 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 and the related and appurtenant uses as a multifamily residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first-class maintenance, which shall mean and be no less than the highest quality of maintenance provided by the Manager for similarly situated properties managed by the Manager.

Section 5.26. Fixtures. Borrower shall deliver to Funding Lender, on written 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 any required reserves, including any required reserves for Taxes and insurance before using or applying such Gross Income for any other purpose. [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.]

Section 5.28. Leases and Occupancy Agreements.

(a) [Lease Approval.]

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease (the "**Tenant Lease Form**") for use in the Project. Borrower shall not materially modify the Tenant Lease Form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into the leases of Units within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third-party tenants without Funding Lender's prior Written Consent if:

(A) The Tenant Lease Form is a Permitted Lease, and is executed in the form approved by the Funding Lender without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the Tenant Lease Form; and

(C) The Tenant Lease Form conforms to the Rent Schedule approved by the Funding Lender and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&Rs.

(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.

(b) Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager or as otherwise disclosed to the Funding Lender, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29. Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender and Subordinate Lenders.

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.

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 Article IV 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 Article IV remain true and correct and have not been breached, and in addition, upon written 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 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, conditions and adjustments of the Partnership Agreement and the Construction Funding Agreement.

Section 5.34. Tax Covenants.

(a) The Borrower further represents, warrants and covenants that the Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the excludability of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code) for federal income tax purposes or results in a Determination of Taxability 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 was 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 March 15, 2023, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Note.

(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(b) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Governmental Lender Note shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located, so that each building in the Project and the land on which it is located will have been financed [twenty-five percent (25%)] or more by the proceeds of the Governmental Lender Note for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other Affiliate of the Borrower or the holders or payees of the Governmental Lender Note and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the 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 Issuance 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 Governmental Lender Note or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Agreement or the Borrower Note relating to the Governmental Lender Note, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Governmental Lender Note, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Governmental Lender Note, invest or cause any Gross Proceeds to be invested in any

investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Governmental Lender Note to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Governmental Lender Note and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts prior to the Computation Date, annually not later than forty-five days after the anniversary of the Issuance Date and subsequent to the Computation Date, not later than forty-five days after the fifth anniversary of the Issuance Date and each five years thereafter and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and 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 Notes 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) Governmental Lender Note Not Hedge Bonds. The Borrower covenants and agrees that not more than 50% of the proceeds of the Governmental Lender Note will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Governmental Lender Note will be used to carry out the governmental purposes of the Governmental Lender Note within the three-year period beginning on the Closing Date.

(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 Governmental Lender Note will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Governmental Lender Note.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, 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 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.

(n) 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 for the purposes set forth in Section 5.34(m), if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. [The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Governmental Lender Note in an amount related to the amount of the Borrower Loan.]

Section 5.35. Payment of Rebate.

(a) Arbitrage Rebate. [The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage 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 40 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 any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(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 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. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.38. Omitted.

Section 5.39. Compliance with the other CC&Rs. Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower under the other CC&Rs, and to prevent any default or failure of condition under the other CC&Rs or any termination or cancellation thereof. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, provisions and agreements contained in the other CC&Rs on the part of the Borrower to be kept, observed and performed. Without the prior Written Consent of the Servicer, or if there is no Servicer, the Funding Lender, the Borrower will not terminate, cancel (or permit any cancellation or termination), modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecated any of its rights or remedies under any of the CC&Rs and any attempt on the Borrower to do so without such prior written consent of Funding Lender shall be null and void and of no effect.

ARTICLE VI NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 6.1. Management Agreement. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

Section 6.2. Dissolution. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

Section 6.3. Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multifamily residential rental 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 Construction Funding 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 Services 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 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, except as permitted by and in accordance with the Security Instrument or Construction Funding Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement (i) [permitted by Section 6.6 of the Construction Funding Agreement], (ii) resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Construction Funding Agreement, or (iii) correcting scrivener's errors.

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 Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made prior to the payment in full of the Borrower Payment Obligations other than in accordance with the Approved Developer Fee Schedule.

Section 6.14. Amendment of Related Documents or CC&Rs. Without the prior Written Consent of Funding Lender in each instance, except as provided herein, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&Rs (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), 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 the Funding Lender 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. Omitted.

ARTICLE VII

[RESERVED]

**ARTICLE VIII
DEFAULTS**

Section 8.1. Events of Default. Each of the following events shall constitute an “Event of Default” under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by a Borrower Note, the Security Instrument, the Construction Funding Agreement 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, General Partner or any Guarantor of any 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 General Partner or any Guarantor 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 General Partner or any Guarantor in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date or the Issuance 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, if permitted by the Borrower Loan Documents or otherwise agreed to by the Funding Lender, the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies any requirements of the Construction Funding Agreement; 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 the Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, or (ii) the operation of the Improvements, is not received in accordance with the terms of the Partnership Agreement after the expiration of all applicable notice and cure periods;

(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, General Partner or any Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document; provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default if, under the Borrower Loan Documents, the Borrower is permitted to replace 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 and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to 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 fifteen (15) Business 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, General Partner, any Guarantor or property of Borrower, General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, General Partner or such Guarantor, as applicable;

(m) a final judgment or decree for monetary damages in excess of \$50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, General Partner or any Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not covered by insurance, paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within fifteen (15) Business 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);

(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, General Partner or any Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the

Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, General Partner or any Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, General Partner or such 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, unhandled 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, decree, fine or penalty against a Guarantor shall not constitute an Event of Default if 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 and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender, unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date and that there will be no material adverse effect on the value of the low income housing tax credits or the amount or timing for the payment of the Equity Investor's capital contributions to the Borrower;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(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;

(r) 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;

(s) 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;

(t) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, or CC&Rs, after the expiration of all applicable notice and cure periods; or

(u) 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.

In the event that any cure period provided herein with respect to a particular default is inconsistent with the cure period (if any) relating to a similar default set forth in the Construction Funding Agreement, the terms of the Construction Funding Agreement shall control.

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 they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the 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 (or inaction) of the Borrower.

Section 8.2.6 Accounts Receivable. Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

Section 8.2.7 Defaults under Other Documents. Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

Section 8.2.8 Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

Section 8.2.9 Completion of Improvements. Upon the occurrence of any Event of Default, and continuing until and unless such Event of Default is cured or waived, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10 Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights that exclusively benefit Governmental Lender and Funding Lender shall not impair Governmental Lender's enforcement of such Unassigned Rights. Notwithstanding the foregoing, the Governmental Lender and the Funding Lender shall have the right to enforce all rights and remedies under Sections 5.14, 5.15 and 5.17, with or without involvement of the other party. 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 or the Construction Funding Agreement, the covenants, terms and conditions of the Security Instrument or the Construction Funding Agreement shall prevail.

Section 8.2.11 Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the 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, the Improvements or the Project, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other 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(b) of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "**Securities**") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Notes and the Funding Loan (each such sale, assignment and/or securitization, a "**Secondary Market Transaction**"); provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs

shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "**Provided Information**"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(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 averse to the Borrower in its reasonable discretion.

The Funding Lender agrees to deal equitably in accordance with its standard business practices with the Borrower and Governmental Lender regarding any Secondary Market Transaction.

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 unrelated third parties except with respect to information it provided to such parties nor shall Borrower provide indemnification for any Liabilities arising out of or based upon the fraudulent acts or omissions, willful misconduct, or gross negligence of any party to be indemnified herein..

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**”) and all officials, employees and agents of any of them for any Liabilities to which Funding 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 Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer or the Underwriter Group in connection with defending or investigating such Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties nor shall Borrower provide indemnification for any Liabilities arising out of or based upon the fraudulent acts or omissions, willful misconduct, or gross negligence of any party to be indemnified herein..

Section 9.1.5 Indemnification Procedure. Promptly after receipt by an indemnified party under Sections 9.1.3 and 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) further provided that any transmission by facsimile shall also be sent by U.S. Postal Service first class mail, 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: Levy House Preservation Associates Limited Partnership
c/o POAH Levy House GP, LLC
2 Oliver Street, Suite 500
Boston, Massachusetts 02109
Attention: General Counsel

and with a copy to: Applegate & Thorne-Thomsen, P. C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Diane K. Corbett

If to the Governmental Lender: City of Chicago
Department of Housing
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Telephone: (312) 744-4190
Facsimile: (312) 742-2271

and with a copy to: City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 744-0277
(refer to "Finance & Econ. Development
Division" on cover sheet)

and with a copy to: City of Chicago
Office of the City Comptroller's Office
121 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7106
Facsimile: (312) 742-6544

If to the Funding Lender: 231 S. LaSalle St., 2nd Floor
Chicago, Illinois 60604
Attention: Marty Langhenry
Email: mlanghenry@wintrust.com

And with a copy to: Ginsberg Jacobs LLC
300 S. Wacker Dr., Suite 2570
Chicago, Illinois 60606
Attention: Darryl P. Jacobs
Email: djacobs@ginsbergjacobs.com

If to the Equity Investor: Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

And with a copy to: Email: legal@enterprisecommunity.org
Attn: Chief Legal Counsel

and with a copy to: Gallagher LLP
650 South Exeter Street, Ste. 650
Baltimore, Maryland 21202
Attn: Jessica Weston

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

Section 10.2. Brokers and Financial Advisors. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection

with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender 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. The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

Section 10.5. Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

Section 10.6. Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, 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 its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8. Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of 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 Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10. Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests therein may be assigned by the Funding Lender, at any time with written notice to, but without any requirement of the consent of, the Borrower, whether by operation of law (pursuant to a merger or other successor in interest which shall not require the written consent of the Borrower) 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, any Guarantor or any Affiliate of Borrower, 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 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 and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13. Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14. Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 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 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 shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the 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 9.27 of the Construction Funding Agreement]: (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 A attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Construction Funding Agreement, 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. There are no Modifications to this Borrower Loan Agreement.

Section 10.33. Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of ____, 2026, 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 personal 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 source other than the Security, and 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 the exercise or enforcement of 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 this Funding Loan Agreement against any official of the Governmental Lender, or any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing this Borrower Loan Agreement. No covenant, stipulation, promise, agreement or obligation contained in this Borrower Loan

Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing this Borrower Loan Agreement shall be liable personally or be subject to any personal liability or accountability by reason of this Borrower Loan Agreement.

Section 11.3. Waiver of Personal Liability. No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Governmental Lender Notes or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender (except to the extent that such acts or omissions constitute gross negligence or willful misconduct), provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance 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.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

**LEVY HOUSE PRESERVATION ASSOCIATES LIMITED
PARTNERSHIP,**
an Illinois limited partnership

By: **POAH LEVY HOUSE GP, LLC,**
an Illinois limited liability company,
its general partner

By: **PRESERVATION OF AFFORDABLE HOUSING,
INC.,** an Illinois not-for-profit corporation,
its manager

By: _____
[Name: Aaron Gornstein
Title: President and CEO]

GOVERNMENTAL LENDER:

CITY OF CHICAGO

By: _____

Name: Steven Mahr

Title: Chief Financial Officer

[SEAL]

Attest:

By: _____

Name: Andrea M. Valencia

Title: City Clerk

Agreed to and Acknowledged by:

FUNDING LENDER:

WINTRUST BANK, N.A.

By: _____

Name:

Title:

[(Sub)Exhibit "A" referred to in this Borrower Loan Agreement --
Section 10.32 modifications -- unavailable
at time of printing.]

*Exhibit "D".
(To Ordinance)*

Land Use Restriction Agreement.

THIS LAND USE RESTRICTION AGREEMENT (this "**Agreement**"), entered into as of ____ 1, 2026 between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **LEVY HOUSE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership (the "**Borrower**"),

WITNESSETH:

WHEREAS, pursuant to a Funding Loan Agreement, dated as of ____ 1, 2026 (the "**Funding Loan Agreement**") between the Issuer and Wintrust Bank, N. A. (the "**Funding Lender**"), and an ordinance adopted by the Issuer on ____ 2026 (the "**Ordinance**"), the Funding Lender will advance funds (the "**Funding Loan**") in an aggregate principal amount not exceeding [____ Million and 00/100 Dollars (\$____,000,000)] and the Issuer will issue, sell and deliver its not to exceed [\$____,000,000] Multi-Family Housing Revenue Note (Levy House Project), Series 2026 (the "**Note**"), evidencing the obligation to repay the Funding Loan; and

WHEREAS, the proceeds derived from the issuance and sale of the Note have been lent by the Issuer to the Borrower pursuant to a loan agreement of even date herewith (the "**Borrower Loan Agreement**"), between the Issuer and the Borrower for the purpose of financing a portion of the costs of a certain low income housing project consisting of the acquisition of real property located at 1221 West Sherwin Avenue in the City of Chicago and the rehabilitation of an eight story building, including replacement of windows, roofing, HVAC, select plumbing and masonry improvements, lighting upgrades, common area finish improvements and unit renovation and accessibility upgrades and limited sidewalk and parking lot repairs (together with related common areas and parking, the "**Project**") to be owned by the Borrower; and

WHEREAS, in order to assure the Issuer and the Funding Lender that interest on the Note will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Borrower and the Issuer agree as follows:

Section 1. Term of Restrictions

(a) **Occupancy Restrictions.** Subject to Revenue Procedure 2004-39, the term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of such Units and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding (treating, for such purpose, the Project as being financed in part by the Note); or (iii) the date on which any assistance provided with respect to the project under section 8 of the United States Housing Act of 1937 terminates

(which period is hereinafter referred with respect to the Project as the “**Qualified Project Period**”).

(b) **Rental Restrictions.** The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) **Involuntary Loss or Substantial Destruction.** The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency (with respect to the Project) after the date of delivery of the Note, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) the Note is promptly repaid, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Note from the gross income of the owner thereof for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to the Project subsequent to such event the Borrower or any Affiliated Party (as hereinafter defined) obtains an ownership interest in the Project for federal income tax purposes. “Affiliated Party” means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50%” shall be substituted for “at least 80%” each place it appears therein).

(d) **Termination.** This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Borrower of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Note to remain excluded from gross income for federal income tax purposes.

(e) **Certification.** Upon termination of this Agreement, the Borrower and the Issuer shall execute and cause to be recorded (at the Borrower's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) ***Encumbrance of Fee.*** In furtherance of enforcing compliance with the provisions of Section 142(d) of the Code and Section 1.103-8(b) of the Regulations applicable to this Agreement, unless the provisions of paragraph (c) or (d) above apply to the Project resulting in a termination of the restrictions set forth herein, such restrictions shall continue to apply to the Project following the termination of the Borrower's or any other party's interest, whether or not the lien of the mortgage with respect to the Project is thereafter released by the Issuer.

Section 2. Project Restrictions

The Borrower represents, warrants and covenants that:

(a) The Borrower has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, constructed and equipped for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be occupied by the Borrower or an agent or employee of the Borrower.

(d) None of the Units in the Project will at any time be used on a transient basis, and no portion of the Project will be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; further, no portion of the Project shall be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; provided, however that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units

(subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (*e.g.*, parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project will be of a character and size commensurate with the character and size of the Project, [and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (*i.e.*, within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.]

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions

The Borrower represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least 40% of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or

certifications are reasonably deemed necessary by the Borrower or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Borrower shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Borrower as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Borrower shall require each such tenant to execute and deliver the Income Certification; provided, however, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Borrower in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) [All Income Certifications will be maintained on file at the Project as long as the Note is outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Borrower will, promptly upon receipt, file a copy thereof with the Issuer.]

(h) [On the first day of the Qualified Project Period with respect to the Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Borrower will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Borrower with respect to the Project.]

(i) The Borrower shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project an annual

certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Borrower to the penalty provided in Section 6652(j) of the Code.

Section 4. Rental Restrictions

The Borrower represents, warrants and covenants with respect to the Project that once available for occupancy, each Unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to the Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to the Project the Borrower will comply with all Section 8 requirements.

Section 5. Transfer Restrictions

The Borrower covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Borrower with respect to such portion of the Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project. The Borrower shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Borrower or a transfer by foreclosure or deed in lieu of foreclosure.

Section 6. Enforcement

(a) Upon reasonable notice and during regular business hours, the Borrower shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Borrower regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Borrower shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Borrower each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the excludability of interest on

the Note from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Borrower covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Borrower, or (B) 75 days from the date such violation would have been discovered by the Borrower by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Note, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Borrower and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the excludability of interest on the Note from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Note, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Borrower or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Borrower's partners shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 7. Covenants to Run with the Land

The Borrower hereby subjects the Project and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Borrower hereby declare their express

intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law and shall pass to and be binding upon the Borrower's successors in title to the Project and the Units, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or the Units, or any portion thereof or interest therein (excluding any transferee of a partnership interest in the Borrower), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording

The Borrower shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 9. Agents of the Issuer

The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such agency appointment.

Section 10. No Conflict with Other Documents

The Borrower warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Borrower agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation

Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Funding Loan Agreement, the Borrower Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder or with a Tax Counsel No Adverse Effect Opinion (as defined in the Funding Loan Agreement).

Section 12. Amendment

Subject to any restrictions set forth in the Funding Loan Agreement, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

Section 13. Severability

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in Section 11.1 of the Funding Loan Agreement.

Section 15. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

Section 16. Limited Liability of Borrower

Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Borrower contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Borrower, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Borrower or any past, present or future partner of the Borrower, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Borrower pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered Borrower of the Note, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Borrower hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CITY OF CHICAGO

By: _____

Name: Steven Mahr

Title: Chief Financial Officer

(SEAL)

ATTEST:

Andrea M. Valencia,
City Clerk

Acknowledged and agreed to:

**LEVY HOUSE PRESERVATION ASSOCIATES LIMITED
PARTNERSHIP,**
an Illinois limited partnership

By: **POAH LEVY HOUSE GP, LLC,**
an Illinois limited liability company,
its general partner

By: **PRESERVATION OF AFFORDABLE HOUSING,
INC.,** an Illinois not-for-profit corporation,
its manager

By: _____
[Name: Aaron Gornstein
Title: President and CEO]

STATE OF ILLINOIS)
) ss:
 COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN MAHR and ANDREA M. VALENCIA, the CHIEF FINANCIAL OFFICER and CITY CLERK, respectively, of the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this ____ day of _____, 2026.

[SEAL]

 Notary Public in and for the State of Illinois

My commission expires on:

COMMONWEALTH OF MASSACHUSETTS)
) ss
 COUNTY OF _____)

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as the _____ of Preservation of Affordable Housing, Inc., the manager of POAH LEVY HOUSE GP, LLC, the general partner of Levy House Preservation Associates Limited Partnership, for its stated purpose as the free and voluntary act of Levy House Preservation Associates Limited Partnership.

 Notary Public

My commission expires on:

(Sub)Exhibits "A", "B" and "C" referred to in this Land Use Restriction Agreement read as follows:

(Sub)Exhibit "A".
(To Land Use Restriction Agreement)

Project Property Legal Description.

[To Come]

(Sub)Exhibit "B".
(To Land Use Restriction Agreement)

Income Computation And Certification.*

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of _____ 1, 2026, between the City of Chicago and Levy House Preservation Associates Limited Partnership, an Illinois limited partnership (the "Borrower").

Re: _____
Chicago, IL

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
_____	Head	_____	_____	_____
_____	Spouse	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

1. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., _____) is \$_____ included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see _____ below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of \$480 per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

***7. Assets.**

(a) Do the persons whose income or contributions are included in Item __ above:

(i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)? __ Yes __ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? __ Yes __ No

* Editor's Note: Numbering sequence error; 2 -- 6 missing in original document.

(b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000?
___ Yes ___ No.

(c) If the answer to (b) above is yes, state:

(i) the total value of all such assets:

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent:
\$_____ and

(iii) the amount of such income, if any, that was included in Item 6 above:
\$_____.

8. Full-Time Students.

(a) Are all of the individuals who propose to reside in the unit full-time students?
___ Yes ___ No

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ___ Yes ___ No

9. Relationship To Project Owner. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing

for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____ in _____, Illinois

Applicant

Applicant

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

Subscribed and sworn to before me this
_____ day of _____

(Notary Seal)

Notary Public in and for the State of _____

My commission expires: _____

For Completion By Apartment Owner Only:

1. Calculation of eligible income:

- a. Enter amount entered for entire household in 6 above: \$_____
- b. (1) if the amount entered in 7(c)(i) above is greater than \$5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$_____);
- (2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings (\$_____), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$_____); and enter at right the greater of the amount calculated under (1) or (2) above:
- c. Total Eligible Income (Line 1.a plus line 1.b(3)): \$_____.

2. The amount entered in 1.c is:

_____ Less than 60% of Median Gross Income for Area.**

_____ More than 60% of †Median Gross Income for the Area.***

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: \$_____

** Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

† Editor's Note: No footnote for dagger in original document.

*** See footnote 2.****

**** Editor's Note: Footnote 2 missing in original document.

4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 60% of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Borrower or Manager

Income Verification.
(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to Levy House Preservation Associates Limited Partnership, an Illinois limited partnership, or its related entity, in order that it may determine my income eligibility for rental of an apartment located in one of its projects which has been financed by the City of Chicago.

Signature

Date

Please send to:

Income Verification.
(For Self-employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

(Sub)Exhibit "C".
(To Land Use Restriction Agreement)

Certificate Of Continuing Program Compliance.

The undersigned, on behalf of Levy House Preservation Associates Limited Partnership, an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement dated as of _____, 2026 (the "Land Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed Units in the Project: (i) are occupied by Qualifying Tenants (as such term is defined in the Land Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants****: _____ Number of Units

Previously occupied by Qualifying Tenants
(vacant and not reoccupied except for a
temporary period of no more than 31 days): _____ Number of Units

3. The total number of completed Units in the Project is _____.

4. The Total number in 2 is at least 40% of the total number in 3 above.

**** A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return or unless otherwise described in Section 42(i)(3)(D) of the Code.

5. No Event of Default (as defined in the Land Use Restriction Agreement) has occurred and is subsisting under the Land Use Restriction Agreement, except as set forth in Schedule A attached hereto.

Levy House Preservation Associates Limited
Partnership, an Illinois limited partnership

By: POAH Levy House GP LLC, an Illinois
limited liability company,

its general partner

By: Preservation of Affordable Housing, Inc.,
an Illinois not-for-profit corporation,

its manager

By: _____

Name: _____

Title: _____

Exhibit "E".
(To Ordinance)

Project Site.

Property Legal Description (subject to final title commitment and survey):

Lots 4 and 5 and the east 1/2 of the north 1/2 of Lot 16 and that part of the north 1/2 of Lot 15, lying west of the east line, if extended of Lot 4, all in resubdivision of Block 15 of Birchwood Beach, a subdivision of Section 29 Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1221 West Sherwin Avenue
Chicago, Illinois 60626.

Permanent Index Numbers:

11-29-318-002-0000; and

11-29-318-003-0000.

EXECUTION OF GRANT AGREEMENT WITH CHICAGO PUBLIC LIBRARY
FOUNDATION IN SUPPORT OF THOMAS HUGHES CHILDREN'S LIBRARY
AT 400 S. STATE ST.

[O2026-0026244]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the execution of a Grant Agreement with the Chicago Public Library Foundation in support of the Thomas Hughes Children's Library located at 400 South State Street, located in the (4th Ward) (O2026-0026244) amount up to: \$500,000, 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 no dissenting vote on July 13, 2026.

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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

WHEREAS, The Chicago Public Library (the "Library") is a unit of the City of Chicago, which is a home rule unit of government by virtue of Article VII, Section 6(a) of the provisions of the Constitution of the State of Illinois of 1970; and

WHEREAS, The Chicago Public Library Foundation ("the Foundation") is an Illinois not-for-profit corporation organized for the purposes of soliciting contributions and funding for the Library from individuals, foundations and corporations in an effort to create a substantial permanent endowment and to provide additional funding for the Library; and

WHEREAS, The Library has been informed of a bequest (the "Bequest") in the amount of \$500,000 from a trust (the "Trust") under the will of Carl H. Urist; and

WHEREAS, A specification of the Bequest, which was made in honor of Elsie Hammerman Urist, is that it be used for the purchase of books and other educational materials for the Library's Thomas Hughes Children's Library (the "Bequest Purpose"); and

WHEREAS, The Library desires to provide the Foundation, to use for the Bequest Purpose, a grant of funds received under the Bequest, in an amount not to exceed \$500,000 (the "Grant"); and

WHEREAS, The Library desires to request that the trustee of the Trust pay the amount of the Bequest directly to the Foundation, and this payment shall fulfill the Library's obligation to fund the Grant; and

WHEREAS, The Library and the Foundation have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement"); 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. Subject to the approval of the Corporation Counsel, the Commissioner of the Library or his designee are each authorized to execute the Agreement with the Foundation substantially in the form attached hereto as Exhibit A and such other supporting documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement. The Commissioner is further authorized to execute ancillary documents as may be necessary to carry out the purposes of this ordinance.

SECTION 3. To the extent that any ordinance, resolution, rule, order, provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit "A".

Grant Agreement.

This Grant Agreement, made and entered into as of _____, 2026 (this "Agreement") by and between the Chicago Public Library, a unit of the City of Chicago (the "Library"), and the Chicago Public Library Foundation, an Illinois not-for-profit corporation (the "Foundation").

Recitals.

Whereas, The Library is a unit of the City of Chicago, which is a home rule unit of government by virtue of Article VII, Section 6(a) of the provisions of the Constitution of the State of Illinois of 1970; and

Whereas, The Foundation is an Illinois not-for profit corporation organized for the purposes of soliciting contributions and funding for the Library from individuals, foundations and corporations in an effort to create a substantial permanent endowment and to provide additional funding for the Library; and

Whereas, The Library has been informed of a bequest (the "Bequest") in the amount of \$500,000 from a trust (the "Trust") under the will of Carl H. Urist; and

Whereas, A specification of the Bequest, which was made in honor of Elsie Hammerman Urist, is that it be used for the purchase of books and other educational materials for the Library's Thomas Hughes Children's Library (the "Bequest Purpose"); and

Whereas, The Library desires to provide the Foundation, to use for the Bequest Purpose, a grant of funds received under the Bequest, in an amount not to exceed \$500,000 (the "Grant"); and

Whereas, The Library desires to request that the trustee of the Trust pay the amount of the Bequest directly to the Foundation, and this payment shall fulfill the Library's obligation to fund the Grant; and

Whereas, On _____, 2026, the City Council of the City (the "City Council") passed an ordinance published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____ authorizing the Grant and this Agreement; and

Whereas, Under the terms and conditions of this Agreement, the Library agrees to make the Grant funds available to the Foundation;

Now, Therefore, In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation Of Recitals.

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

Section 2. Grant.

Subject to the provisions in this Agreement, the Library shall make available to the Foundation the Grant funds in the amount of up to \$500,000, by requesting in writing (the "Request"), with a copy to the Foundation, that the Trust transfer the amount of the Bequest directly to the Foundation (the "Transfer"). The Foundation shall promptly notify the Library in writing of the actual amount of the Transfer received. The Grant amount shall be deemed to be the amount of the Transfer, not to exceed \$500,000.

The Library shall be the sole party representing its interests in any proceedings relating to the settlement of the Carl H. Urist estate or Trust accounting, and this Agreement shall not be construed to authorize the Foundation to act on behalf of the Library in such proceedings.

Section 3. Covenants And Representations.

3.1 The Foundation shall use the Grant funds solely for the Bequest Purpose, whether through (a) direct expenditures by the Foundation for the Bequest Purpose or (b) gifts from the Foundation to the Library for the Bequest Purpose. The Foundation shall provide the Library with a written report (a "Spending Report") at least once per calendar year, or on another schedule agreeable to the parties, documenting the amount of Grant funds expended or gifted to date for the Bequest Purpose. This information may be included in a report prepared by the Foundation for other purposes if such report separately identifies the amount of Grant funds expended or gifted to date for the Bequest Purpose.

3.2 The Foundation represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

Section 4. Term; Extensions.

4.1 This Agreement shall terminate on December 31, 2026 (the "Initial Term"); provided, however, that this Agreement shall be automatically extended until the Foundation has provided a Spending Report showing that all the Grant funds have been expended or gifted for the Bequest Purpose. If the Transfer does not occur by November 30, 2026, then (a) if the Library and the Foundation agree, the Agreement may be extended by additional one-year periods until the Transfer occurs, or (b) if the Library and the Foundation do not agree to extend the Agreement, it shall expire at the end of the Initial Term.

4.2 Notwithstanding anything to the contrary, the Grant funds being provided under this Agreement are subject to (a) the appropriation and availability of City funds and (b) the Transfer occurring. The Library's sole obligation regarding the funding of the Grant shall be to make the Request. The Library shall have no liability to the Foundation if the Transfer does not occur or the amount of the Transfer is less than the full amount of the Bequest.

Section 5. Indemnification.

The Foundation agrees to indemnify, defend 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 suffered or incurred by any such party arising from or in connection with the failure by the Foundation to use the Bequest in strict accordance with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

Section 6. Default And Remedies.

6.1 In the event the Foundation fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement and the same is not cured as described in Section 6.2 hereof, the Library may terminate this Agreement.

6.2 Prior to termination, the Library shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 7 hereof and shall state the nature of the default. In the event the Foundation does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Foundation shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

Section 7. Notices.

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

If To The Library:

Chicago Public Library
Harold Washington Library Center
400 South State Street
Chicago, Illinois 60605
Attention: Commissioner

With A Copy To:

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

If To The Foundation:

Chicago Public Library Foundation
200 West Madison Street
Chicago, Illinois 60606
Attention: President

With A Copy To:

Miner, Barnhill & Galland, P.C.
325 North LaSalle, Suite 350
Chicago, Illinois 60654
Attention: William Miceli

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

Section 8. Miscellaneous Provisions.

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

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Foundation and supersedes all prior agreements, negotiation and discussion between them.

8.3 Waiver. Waiver by the City with respect to 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.

8.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City

8.5 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

8.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

8.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8.9 Non-Liability Of Officials. No official, employee or agent of the City or the Foundation shall be charged personally by the Foundation, the City or by an assignee or subcontractor of either, 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.

8.10 Assignment. This Agreement, or any portion thereof, shall not be assigned by the Foundation without the prior written consent of the City.

8.11 Inspector General. It is the Foundation's duty and the duty of any bidder, proposer, contractor or subcontractor providing goods or services funded in whole or in part with the Bequest under this Agreement, and every applicant for certification of eligibility for a City contract or program and all of the Foundation'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. The Foundation represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that the Foundation will inform subcontractors providing such goods or services of this provision and require their compliance.

8.12 City Hiring Plan.

(a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Foundation is aware that City policy prohibits City employees from directing any individual to apply for a position with the Foundation, either as an employee or as a subcontractor, and from directing the Foundation to hire an individual as an employee or as a subcontractor. Accordingly, the Foundation must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Foundation under this Agreement are employees or subcontractors of the Foundation, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Foundation.

(c) The Foundation will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or

entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Foundation by a City employee or City official in violation of Section 8.12(b) above, or advocating a violation of Section 8.12(c) above, the Foundation will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Budget Director. The Foundation will also cooperate with any inquiries by IGO Hiring Oversight.

8.13 FOIA And Local Records Act Compliance

FOIA. The Foundation acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). 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 FOIA. If the Foundation receives a request from the City to produce Records related to the Bequest or this Agreement, and within the scope of FOIA, the Foundation covenants to comply with such request within 48 hours of the date of such request. Failure by the Foundation to timely comply with such request will be a breach of this Agreement.

Exempt Information. Documents that the Foundation submits to the City in connection with the Bequest or this Agreement during the term of the Agreement containing trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Foundation to be treated as trade secrets or information that would cause competitive harm, FOIA requires that the Foundation mark any such documents as "proprietary, privileged or confidential." If the Foundation marks a document as "proprietary, privileged and confidential", then OBM will evaluate whether such document may be withheld under FOIA. OBM in its discretion, will determine whether a document will be exempted from disclosure, such determination being subject to review by the Illinois Attorney General's Office and/or the courts.

Local Records Act. The Foundation 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 Foundation 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 the Bequest or this Agreement and the transactions contemplated in this Agreement.

In Witness Whereof, The parties have caused this Agreement to be executed by their authorized officers effective as of the day and year first written above.

Chicago Public Library,
a unit of the City of Chicago

By: _____

Name: Chris Brown

Title: Commissioner

Chicago Public Library Foundation,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

**SETTLEMENT AGREEMENT REGARDING CASE OF ALBERTO OCHOA V.
JOSE LOPEZ, ET AL.**

[Or2026-0026897]

The Committee on Finance submitted the following report:

CHICAGO, July 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: *Alberto Ochoa v. Jose Lopez, et al.*, Case Number 20 CV 2977 (Northern District of Illinois) (Or2026-0026897), amount: \$9,000,000, 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 July 13, 2026.

(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, Quezada, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

Alderperson William Conway (34th Ward) recused himself from voting on this matter pursuant to Rule 14 of the City Council's Rules of Order and Procedure out of an abundance of caution related to his work with former Assistant State Attorney and now Judge Kent Delgado as an Assistant States Attorney.

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: *Alberto Ochoa v. Jose Lopez, et al.*, cited as Case Number 20 CV 2977 (Northern District of Illinois), in the amount of \$9,000,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[SOr2026-0026879]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred a substitute order for payments of various small claims against the City of Chicago (SOr2026-0026879), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed substitute 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 46651
of this *Journal*.]

7/15/2026

REPORTS OF COMMITTEES

46651

City of Chicago
Journal Report for City Council GL Claims

Approved Date: July 15, 2026

Claimant Name	City	State	Zip Code	DOL	Total Paid	Payee	Incident Location
AKBAR SULTAN	Oswego	Illinois	60543	12/26/2025	\$309.73	CLAIMANT	200 East Randolph Street, Chicago, IL, USA, 60601
AMER F WAZWAZ	Chicago	Illinois	60611	9/2/2025	\$826.16	CLAIMANT	344 East Garfield Boulevard, Chicago, IL, USA, 60637
ASIF U KHAN	Rosemont	Illinois	60018	8/1/2025	\$711.50	CLAIMANT	4700 West Augusta Boulevard, Chicago, IL, USA, 60651
BARNEY F HUNT	CHICAGO	Illinois	60620	1/6/2026	\$25.29	CLAIMANT	6400 S CICERO AVE, CHICAGO, IL
CHAMA ROLANDO	Chicago	Illinois	60623	8/7/2025	\$2,300.00	CLAIMANT	3145 South Lawndale Avenue, Chicago, IL, USA, 60623
DELLAH L CHAN	Chicago	Illinois	60616	9/16/2025	\$937.39	CLAIMANT	321 West 123rd Street, Chicago, IL, USA, 60616
EMMA C KLIMALA	WHEATON	Illinois	60189	9/22/2025	\$488.60	CLAIMANT	2343 W WASHINGTON BLVD CHICAGO, IL 60612
ERIC RODRIGUEZ	BERWYN	Illinois	60402	4/2/2025	\$28.17	CLAIMANT	398N. LAKE SHORE DR.
EVELYN CATO	Chicago	Illinois	60647	8/23/2025	\$73.33	CLAIMANT	4760 West Division Street, Chicago, IL, USA, 60651
GARY THUERTA	Chicago	Illinois	60616	9/11/2025	\$20.00	CLAIMANT	551 West 18th Street, Chicago, IL, USA, 60616
HELEN ADESANYA SHOBANDE	Chicago	Illinois	60621	9/23/2024	\$2,397.15	CLAIMANT	1341 West Pratt Avenue, Chicago, IL, USA, 60631
HILDA M MARTINEZ	CHICAGO	Illinois	60609	11/18/2025	\$113.68	CLAIMANT	2800 S CALIFORNIA CHICAGO IL 60608
HOLLEE C MANGRAM-WILLIS	Chicago	Illinois	60649	7/20/2025	\$434.99	CLAIMANT	3621 West Lake Street, Chicago, IL, USA, 60624
JEAN A PRICE	Chicago	Illinois	60617	7/18/2025	\$131.34	CLAIMANT	9400 South Main Street, Chicago, IL, USA, 60617
JENNIFER BLUESTEIN	EVANSTON	Illinois	60201	3/25/2026	\$161.34	CLAIMANT	6235 N. SHERIDAN RD CHICAGO, IL
JOSE BEJASA	Chicago	Illinois	60653	9/28/2025	\$420.00	CLAIMANT	4329 South Indiana Avenue, Chicago, IL, USA, 60653
LAWRENCE E LIFSON	Downers Grove	Illinois	60515	12/16/2025	\$1,291.13	CLAIMANT	5801 South Ellis Avenue, Chicago, IL, USA, 60637
LEYDI NARANJO	Chicago	Illinois	60618	9/21/2025	\$55.00	CLAIMANT	3628 North Christiana Avenue, Chicago, IL, USA, 60618
LINDA L'ONLEY	CHICAGO	Illinois	60653	8/6/2025	\$122.67	CLAIMANT	448 W CERMACK RD CHICAGO IL 60616
MATTHEW J SCHUCHHARDT	Chicago	Illinois	60618	6/6/2025	\$275.00	CLAIMANT	2415 West Byron Street, Chicago, IL, USA, 60618
NATALIE J SCHECHTER	CHICAGO	Illinois	60622	2/3/2026	\$246.83	CLAIMANT	635 N. WESTERN AVE CHICAGO, IL 60612
NATALIE M PHILLIPS	Chicago	Illinois	60657	5/9/2025	\$155.15	CLAIMANT	2501 North Western Avenue, Chicago, IL, USA, 60647
NICOLE REYES	CAROL STREAM	Illinois	60188	12/26/2025	\$424.26	CLAIMANT	170-198 E RANDOLPH ST CHICAGO, IL 60601
PROGRESSIVE NORTHERN INSURANCE COMPANY AS OLBEC, EMMA L. J. CLEVELAND	CHICAGO	Ohio	44101-9908	9/10/2025	\$2,011.53	SPLIT \$456.40 REVENUE DEPARTMENT	1324 WEST WINONA ST CHICAGO, IL 60640
RAINYA CHOPRA	MERRIVILLE	Indiana	46410	10/17/2025	\$1,339.06	CLAIMANT	2700 N CLYBOURN AVE, CHICAGO, IL
RAYMOND J OWENS	Westmont	Illinois	60559	12/12/2024	\$482.01	CLAIMANT	1130 SOUTH TROY ST
SAFARIWAY INSASO JOSE M PONCE-NUÑEZ	Skokie	Illinois	60076	9/11/2025	\$2,451.91	CLAIMANT	4959 North Sheridan Road, Chicago, IL, USA, 60640
SUDHIR K KAPOOR	EVANSTON	Illinois	60201	1/29/2025	\$1,989.55	SPLIT \$1,354.20 REVENUE DEPARTMENT	4951 West Berne Avenue, Chicago, IL, USA, 60641
TASHAWA V OWEN	Chicago	Illinois	60628	4/23/2025	\$60.00	CLAIMANT	7501 North Western Avenue, Chicago, IL, USA, 60645
TONY LITTLE	Chicago	Illinois	60609	1/11/2026	\$122.27	CLAIMANT	11583 South State Street, Chicago, IL, USA, 60628
WENDY SIN	Chicago	Illinois	60609	11/14/2025	\$1,822.74	SPLIT \$490.00 REVENUE DEPARTMENT	5010 South Lake Park Avenue, Chicago, IL, USA, 60615
YOLANDA DIAZ	Chicago	Illinois	60609				2448 South Rockwell Street, Chicago, IL, USA, 60608
Total of Claims		Amount			\$22,434.72		
32							

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[SCL2026-0026881]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on subsequent dates, sundry claims for various refunds (SCL2026-0026881), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said substitute claims for payment.

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

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

[List of denied claimants printed on pages 46653
through 46657 of this *Journal*.]

7/15/2026

REPORTS OF COMMITTEES

46653

City of Chicago Denied Claims by Claim Name

Denied Date: June 17, 2026

Claimant Name	Incident Date	Claim Number	Introduced to City Council	Denial Reason
AKANIMO A. AKPAN	4/22/2026	2026-001280	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
AARON RAPOPORT	12/15/2025	2026-001150	2/18/2026	TORT LIABILITY, CITY NOT LIABLE
ABDUL R. MOHAMMED	3/16/2026	2026-001057	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
AHMAD ALISSAYED	2/6/2025	2026-001063	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
AI FAKHER D. WIKSTROM	4/13/2026	2026-001257	1/14/2026	CITY NOT LIABLE, TORT LIABILITY
ALEXANDRIA PENA	1/1/2026	2026-001117	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
ALEXANDRIA PENA	1/8/2026	2026-001116	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
ALLEN BRYANT JR.	6/25/2025	2026-001112	2/18/2026	CITY NOT LIABLE, TORT LIABILITY
ALLEN BUDNIK	1/19/2026	2026-001143	2/18/2026	TORT LIABILITY, CITY NOT LIABLE
ALLEN D. ELLIS JR.	1/1/2026	2026-001042	2/18/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
ALLSTATE INS AS/O BIDDINGER, JESSICA	12/5/2025	2026-001119	3/5/2026	FILE CLAIM WITH 3RD PARTY (URT TOWING), CITY NOT LIABLE
0813228822				
ALLSTATE INS AS/O ODETTE OLSON	9/30/2026	2026-001232	12/23/2026	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE MAINTENANCE OPERATIONS
0807673181				
ALLSTATE INS AS/O WOODS, TAYYRICA	1/9/2026	2026-001126	3/9/2026	CLAIM OVER \$2500 REFERRED TO CHICAGO CLAIMS UNIT, CCMSI, PLEASE CONTACT CHICAGO CLAIMS UNIT, 312-744-5650
ALLSTATE INS AS/O WOODS, TAYYRICA	1/9/2026	2026-001161	2/5/2026	DUPLICATE CLAIM# 2026372007
AMAYA MCFARLAND-TOWNSEND	3/9/2026	2026372048	10/16/2026	TORT LIABILITY
AMY A. WURIZ	2/2/2025	2026-001073	10/16/2026	NOTICE REQUEST, TORT LIABILITY
AMY M. JEWEL	1/6/2026	2026-001210	10/16/2026	POLICE WERE EXECUTING AND ENFORCING THE LAW, TORT IMMUNITY
ANDREW	1/10/2026	2026-001108	10/16/2026	CITY NOT LIABLE, TORT LIABILITY
ANGELA M. TURK	2/7/2026	2026-001036	10/16/2026	TORT LIABILITY
ANITA L. MARTIN	4/18/2026	2026-001248	10/16/2026	CITY NOT LIABLE, TORT LIABILITY
APACHEL SANCHEZ- SALAZAR	3/13/2026	2026-001278	10/16/2026	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE MAINTENANCE OPERATIONS
ARAVIND ATHIV/RAHAM	1/31/2026	2026372035	10/16/2026	TORT LIABILITY
ARADENA L. FLIPPIN	3/21/2026	2026-001253	10/16/2026	CITY NOT LIABLE, TORT LIABILITY
ARLENE BROWN	12/20/2025	2026-001185	2/4/2026	THE DEPARTMENT OF WATER MANAGEMENT HAS NO RECORD OR KNOWLEDGE OF DAMAGING TEE FENCE WHILE WORKING IN THE AREA
ASHLEY C. HARRIS	1/22/2026	2026-001061	3/13/2026	CITY NOT LIABLE, TORT LIABILITY
AUDREY L. SIMON	1/30/2026	2026372043	3/6/2026	TORT LIABILITY
BIBHAS BHATTACHARIEE TANNHOY	4/3/2026	2026-001041	4/7/2026	TORT LIABILITY
BRADEY J. KOCH	2/11/2026	2026-001302	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
BRIAN GUAB	12/29/2025	2026-001154	2/5/2026	TORT LIABILITY, CITY NOT LIABLE
CAROL E. LUNDAHL	4/4/2026	2026-001264	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
CAROL KIRAN	3/26/2025	2026372039	4/15/2026	CITY NOT LIABLE, 3RD PARTY PERMIT, PERMITS DOT2056352, WATER MAIN RESTORATION, SUMMIT CONSTRUCTION CO INC., 4150 W. WRIGHTWOOD CHICAGO, IL 60639
CAROLINE A. KOVALON	3/10/2026	2026-001022	4/15/2026	THE PRESENCE OF DUST IN AN ACTIVE CONSTRUCTION AREA IS GENERALLY CONSIDERED A TEMPORARY ENVIRONMENT CONDITION RATHER THAN A COMPENSABLE LOSS
CATHERINE ALLEN	2/27/2026	2026-001066	4/15/2026	TORT LIABILITY, NOTICE REQUEST
CATHY A. YOKEM	3/15/2026	2026-001020	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
CECILIA CHARLES	1/27/2026	2026-001130	4/15/2026	CLAIM OVER \$2,500-REFERRED TO CHICAGO CLAIMS UNIT, CCMSI, PLEASE CONTACT CHICAGO CLAIMS UNIT 312-744-5650
CESAR MEJIA- GARDUÑO	7/18/2025	2026-001148	4/15/2026	TORT LIABILITY, CITY NOT LIABLE
CHANWOK PARK	2/1/2026	2026-001001	4/15/2026	TORT LIABILITY

Denied Date: 6/17/26

Claimant Name	Incident Date	Claim Number	Introduced to City Council	Denial Reason
CHARLES L. TRANEL	1/27/2026	2026-001131	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
CHARLOTTE PARKER	12/1/2025	2026-001034	4/15/2026	CITY NOT LIABLE, FLYING DEBRIS
CLAUDIA M. ESTERS-WALLACE	1/11/2025	2026-001138	4/15/2026	IT APPEARS THE RESIDENT SHOULD HAVE CONTACTED THE DEPT OF WATER MANAGEMENT, AS THE RESTORATION OF THE GRASS IS COVERED UNDER THE DEPT'S WARRANTY FOR THE WORK PERFORMED AND THEREFORE DOES NOT REIMBURSE PRIVATE RESIDENTS
CLEOPHUS S. GRIFFIN	4/20/2025	2026-001023	4/15/2026	RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE VEHICLE PRIOR TO THE TOW AND IMPOUNDMENT
CORAYMA VILCHIS	12/16/2025	2026-001215	4/15/2026	THE DEPARTMENT OF WATER MANAGEMENT FOUND NO RECORD INDICATING THAT A SIGN DAMAGED PRIVATE PROPERTY AT THE REPORTED LOCATION OR TIME
DAMASCUS D. HARRIS	2/2/2026	2026-001297	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
DAVID GREENFIELD	10/16/2025	2026-001133	2/4/2026	CITY NOT LIABLE, TORT LIABILITY
DEANNA L. SEGLEM	2/3/2026	2026-001288	5/2/2026	CITY NOT LIABLE, TORT LIABILITY
DEE POPE	1/11/2026	2026-001026	3/31/2026	CITY NOT LIABLE, 3RD PARTY PERMIT
DELMONACO D. SAROIN	1/26/2026	2026-001238	3/6/2026	TORT LIABILITY
DENAE DYE	1/2/2026	2026-001094	3/23/2026	CITY NOT LIABLE, TORT LIABILITY
DION CARTWRIGHT-JEFFERIES	1/17/2026	2026-001060	4/3/2026	CITY NOT LIABLE, TORT LIABILITY
DONALD TOOLE	1/17/2026	2026-001029	4/13/2026	TORT LIABILITY
DOUG S. RENNER	1/29/2026	2026-001101	4/2/2026	CITY NOT LIABLE, OUR RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE VEHICLE PRIOR TO THE TOW AND IMPOUNDMENT
DOUG ASL. BARNETT	5/28/2026	2026-001052	4/6/2026	CITY NOT LIABLE, TORT LIABILITY
DWAYNE R. COOK	1/26/2026	2026-001053	3/23/2026	CITY NOT LIABLE, TORT LIABILITY
DWAYNE RILEY	8/30/2025	2026-001110	3/6/2026	FILE CLAIM WITH CTA, CITY NOT LIABLE
EDWIN L. KOSZULINSKI	5/13/2026	2026-001267	5/18/2026	CITY NOT LIABLE, TORT LIABILITY
ELIZABETH A. CLEMENT	3/13/2026	2026-001259	4/21/2026	CITY NOT LIABLE, TORT LIABILITY
ELIZABETH A. NORDEN	1/28/2026	2026-001145	3/6/2026	TORT LIABILITY, CITY NOT LIABLE
ERIK J. RACHWALSKI	2/19/2026	2026-001200	3/5/2026	CITY NOT LIABLE, TORT LIABILITY
ERIN L. PAYTON	3/30/2026	2026-001085	4/15/2026	TORT LIABILITY
FRANCIS E. S. HUNT	1/31/2026	2026-001067	3/31/2026	NOTICE REQUEST, TORT LIABILITY
FRANCOIS CROKAERT	1/29/2026	2026-001189	3/5/2026	CITY NOT LIABLE, TORT LIABILITY
GARRETT J. PARKER	2/4/2026	2026-001033	3/5/2026	TORT LIABILITY
GEORGE S. MIZ	1/11/2026	2026-001206	3/9/2026	TORT LIABILITY
GRAY T. LORRIS	12/9/2025	2026-001201	3/6/2026	VEHICLE IN CLAIM WAS TOWED AND IMPOUNDED BY THE 3RD PARTY SERVICE CONTRACTOR URT UNITED ROAD TOWING INC
GREGORY J. TEFS	2/5/2026	2026-001186	3/17/2026	CITY NOT LIABLE, TORT LIABILITY
GWENDOLYN MILTON	3/7/2024	2026-001018	2/4/2026	CITY NOT LIABLE, TORT LIABILITY
JACKIE CAMPBELL	1/14/2026	2026-001139	1/29/2026	THE DEPARTMENT OF WATER MANAGEMENT HAS NO RECORD INDICATING THAT PERSONNEL ENTERED THE RESIDENCE AT 5924 W. MIDWAY PARK AND PERFORMED ANY WORK RELATED TO THE SINK IN QUESTION
JACQUELINE SANTANA	1/13/2026	2026-001132	3/6/2026	CITY NOT LIABLE, TORT LIABILITY
JACQUELYN B. DYESS	3/25/2026	2026-001045	12/10/2025	TORT LIABILITY
JASMINE N. CARPENTER	2/10/2026	2026-001081	12/10/2025	CITY NOT LIABLE, TORT LIABILITY
JASON PEREZ	2/1/2026	2026-001134	12/10/2025	CITY NOT LIABLE, TORT LIABILITY
JENNIFER A. ANTONICIC	1/13/2026	2026-001092	12/10/2025	RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE VEHICLE PRIOR TO THE TOW AND IMPOUNDMENT
JENNIFER L. OTTEN	9/9/2025	2026-001024	12/10/2025	

7/15/2026

REPORTS OF COMMITTEES

46655

Denied Date 6/17/26

Claimant Name	Incident Date	Claim Number	Introduced to City Council	Denial Reason
JOHN E. HOGAN	4/13/2026	2026-001237	12/10/2025	CITY NOT LIABLE, TORT LIABILITY
JOHN O. OGUNKYE	2/3/2026	2026-001047	12/10/2025	TORT LIABILITY
JONATHAN P. SAWYER	4/18/2026	2026-001255	5/7/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
JORDAN M. WALKINS	2/1/2026	2026-001192	3/13/2026	CITY NOT LIABLE, TORT LIABILITY
JOSE L. CRUZ	3/29/2026	2026-001281	4/17/2026	CITY NOT LIABLE, TORT LIABILITY
JOSE MUNOZ	2/12/2026	2026-001156	2/13/2026	TORT LIABILITY, CITY NOT LIABLE
JOSE MUNOZ	2/17/2026	2026-001061	3/24/2026	NO EVIDENCE OF NEGLIGENCE, POSSIBLE 3RD PARTY PERMIT, NO GOOD SERVICE REQUEST, PERMITS, OR PROJECTS TO SUPPORT APPROVAL
JOSEPH M. SARACINI	2/18/2026	2026372032	3/5/2026	TORT LIABILITY
JUAN QUINTAS AND LEONORS QUINTAS	10/17/2024	2026-001269	5/6/2026	CITY NOT LIABLE, TORT LIABILITY
JULIUS D. PEARSON	3/14/2026	2026-001099	4/3/2026	CITY NOT LIABLE, TORT LIABILITY
KATHERINE V. RIEDSTRA	3/22/2026	2026-001037	4/7/2026	TORT LIABILITY
KETHA SMITH	10/15/2025	2026-001221	3/5/2026	THE EVIDENCE IN THE POLICE REPORT AND DSS'S ACCIDENT REPORT INDICATE DENIAL
KEVIN TATE	1/24/2026	2026-001071	4/8/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
KEVIN TATE	3/10/2026	2026-001070	4/8/2026	NOTICE REQUEST, TORT LIABILITY
KORIA WENDORF	3/17/2026	2026-001258	4/7/2026	CITY NOT LIABLE, TORT LIABILITY
KUNAL D. BHATT	1/31/2026	2026-001004	3/5/2026	TORT LIABILITY
KYLE BAIRD	1/8/2026	2026-001158	2/4/2026	CITY NOT LIABLE, TORT LIABILITY
KYLE D. BURGERS	3/11/2026	2026-001087	3/30/2026	TORT LIABILITY
KYLE D. NIEKOWAL	12/7/2025	2026-001188	3/6/2026	VEHICLE IN CLAIM WAS TOWED AND IMPOUNDED BY THE 3RD PARTY SERVICE CONTRACTOR URT UNITED ROAD TOWING INC. FILE CLAIM WITH URT TOWING
KYLE ROSINKE	1/31/2026	2026-001062	3/3/2026	CITY NOT LIABLE, TORT LIABILITY
KYLE W. KIRKEGAARD	3/17/2026	2026-001089	3/30/2026	TORT LIABILITY
LAUREL L. WATTS	4/4/2026	2026-001295	5/12/2026	CITY NOT LIABLE, TORT LIABILITY
LEAH L. HARTLIEB	5/1/2026	2026-001298	5/8/2026	CITY NOT LIABLE, TORT LIABILITY
LESIA SHURPETA	8/11/2025	2026-001172	11/28/2025	CALLED TO PERFORM A SERVICE, TORT LIABILITY
LESUE J. KING	7/9/2024	2026-001299	5/13/2026	CITY NOT LIABLE, TORT LIABILITY
LURA ASHORIAN	4/6/2025	2026-001096	4/3/2026	CITY NOT LIABLE, TORT LIABILITY
LISA H. MORTON	3/15/2026	2026-001276	4/20/2026	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE MAINTENANCE OPERATIONS
LORI NOVAK	12/28/2025	2026-001114	3/5/2026	CITY NOT LIABLE, 3RD PARTY PERMIT, TORT LIABILITY
LUDWIKA SWIECH	12/4/2025	2025372040	3/6/2026	CITY NOT LIABLE
LUDWIKA SWIECH	1/24/2025	2025372041	3/6/2026	DUPLICATE CLAIM
LYDIA YEE	1/18/2026	2026-001142	3/6/2026	TORT LIABILITY, CITY NOT LIABLE
MARIA BERNARDI	2/1/2026	2026-001129	3/6/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
MARK A. RUHNKE	3/17/2026	2026-001046	4/8/2026	CITY NOT LIABLE, TORT LIABILITY
MARK DANIEL ANDERSON	4/5/2026	2026-001293	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
MARTIN D. HERMAN	2/6/2026	2026-001064	3/30/2026	CITY NOT LIABLE, TORT LIABILITY
MATTHEW M. SMITH	2/1/2026	2026-001074	4/15/2026	NOTICE REQUEST, TORT LIABILITY
MATTHEW R. SERGOT	4/14/2026	2026-001250	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
MAUREEN M. BRUSZNICKI	4/1/2026	2026-001256	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
MEGHAN M. DOUGHERTY	4/12/2025	2026-001109	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
MICHAEL A. NOWAK	3/17/2025	2026-001078	4/15/2026	TORT LIABILITY

City of Chicago Confidential

Page 3 of 5

Denied Date 6/17/26

Claimant Name	Incident Date	Claim Number	Introduced to City Council	Denial Reason
MICHAEL A. ZOLLER	4/10/2025	2025-0371922	4/15/2026	3RD PARTY PERMIT, CITY NOT LIABLE
MICHAEL J. LEONARDSON	2/5/2026	2026-001056	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
MICHAEL J. TROSTEL	2/20/2026	2026-001266	4/15/2026	CITY NOT LIABLE, TORT LIABILITY
MICHAEL J. ZAUCHA	1/3/2026	2026-037037	4/15/2026	TORT LIABILITY
MIGUEL A. ALVAREZ	3/27/2026	2026-001275	4/15/2026	TORT LIABILITY, CITY NOT LIABLE
MILENA K. MADAJ	1/18/2026	2026-001072	4/15/2026	NOTICE REQUEST, TORT LIABILITY
MIRACLE A. HURT	3/3/2026	2026-001048	4/8/2026	TORT LIABILITY
MONDAY M. BAMGBOSE	4/25/2025	2026-001202	8/5/2025	POLICE WERE EXECUTING AND ENFORCING THE LAW, TORT IMMUNITY
MONICA JARAMILLO	3/5/2026	2026-001252	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
NANCY HORTON	1/29/2025	2026-001140	1/29/2026	THE DEPARTMENT OF WATER MANAGEMENT NOT LIABLE FOR WEATHER-RELATED DAMAGES
NATHANIEL JOHNKIN	12/30/2025	2026-001195	3/6/2026	HE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE MAINTENANCE OPERATIONS. FORESTRY PERSONNEL ARE NOT LIABLE FOR THIS DAMAGE.
NATIONWIDE MUTUAL INSURANCE A/S/O BOROWICZ, CLIFFORD 660599-60	7/21/2025	2025-0371849	11/5/2025	DOCUMENTATION FROM THE TIME OF IMMOBILIZATION INDICATES THAT PRE-EXISTING DAMAGE WAS IN FACT NOTED INDICATING PRE-EXISTING DAMAGE TO BOTH THE FRONT BUMPER AND THE LEFT DRIVER-SIDE FENDER.
NICHOLAS HAUBRICH	1/26/2026	2026-001050	4/3/2026	CITY NOT LIABLE, ALL SERVICE REQUEST DID NOT MEET THE CITY'S NOTICE REQUIREMENT FOR APPROVAL
OLUSEYIA AKINDELE	3/16/2026	2026-001301	4/29/2026	CITY NOT LIABLE, TORT LIABILITY
PATRICK O'BRIEN	12/18/2025	2026-001147	2/4/2026	TORT LIABILITY, CITY NOT LIABLE
PAUL R. GOLDSTEIN	3/21/2026	2026-001083	4/3/2026	TORT LIABILITY
PHILIP MILLER	1/27/2026	2026-001136	3/6/2026	CITY NOT LIABLE, TORT LIABILITY
PRISCILLA J. MONSIVALS	2/9/2026	2026-0372039	3/6/2026	TORT LIABILITY
PROGRESSIVE UNIVERSAL INS CO A/S/O PINNICK, CHANEL 25-838696890	9/22/2025	2026-001038	3/23/2026	TORT LIABILITY, CITY NOT LIABLE
PROGRESSIVE UNIVERSAL INSURANCE CO A/S/O MARTIN-DAVIS, DARRYL A. 25-631252402	6/27/2025	2026-001035	4/3/2026	TORT LIABILITY
REBECCA GRIGLER	1/8/2026	2026-001270	4/24/2026	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE MAINTENANCE OPERATIONS
REBECCA L. FOX	1/31/2026	2026-0372044	3/5/2026	CITY NOT LIABLE. OPEN AND OBVIOUS AND 3RD PARTY PERMIT
RICH D. NEWMAN	11/29/2025	2026-001007	3/24/2026	CITY NOT LIABLE, TORT LIABILITY
RICHARD L. SIMS	2/1/2026	2026-001296	4/20/2026	CITY NOT LIABLE, TORT LIABILITY
ROBERT A. SPILLOS	3/2/2026	2026-001054	3/31/2026	CITY NOT LIABLE, TORT LIABILITY
ROBERT J. SCOTT	4/6/2026	2026-001282	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
ROGER F. SHIELS	1/9/2026	2026-001006	3/23/2026	CLAIM OVER \$2,500. REFERRED TO CHICAGO CLAIMS UNIT, DCMSI PLEASE CONTACT CHICAGO CLAIMS UNIT, 312-744-5650
ROMAN KALUZYNY	1/20/2026	2026-001098	3/26/2026	CITY NOT LIABLE, TORT LIABILITY
RONALD A. PSENKA	3/11/2026	2026-001100	4/8/2026	CITY NOT LIABLE, TORT LIABILITY
RONALD O. LUMPKINS JR	3/10/2026	2026-001292	1/14/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
RONALD SCHNORBUS	1/14/2026	2026-001118	3/5/2026	CITY NOT LIABLE, TORT LIABILITY
ROOSEVELT WILLIAMS	3/26/2026	2026-001019	4/15/2026	CITY NOT LIABLE 3RD PARTY PERMIT
RUKISHA CRAWFORD	2/13/2026	2026-0372030	3/5/2026	TORT LIABILITY
SABRINA A. HUTCHISON	3/28/2026	2026-001277	4/21/2026	CITY NOT LIABLE FOR FLYING OBJECTS

7/15/2026

REPORTS OF COMMITTEES

46657

Denial Date: 6/17/26

Claimant Name	Incident Date	Claim Number	Introduced to City Council	Denial Reason
SANG VI	1/2/26/2025	2026-001125	3/9/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
SHANMER E AZZO	1/28/2026	2026-001190	3/9/2026	CITY NOT LIABLE, TORT LIABILITY
SHASHWATO S LAD	1/20/2025	2026-001010	4/6/2026	CITY NOT LIABLE, STORMS & HIGH WINDS, TORT LIABILITY
SHAUNCEY DIAMOND	1/26/2026	2026372041	3/6/2026	TORT LIABILITY
SMITA SINGH	1/17/2026	2026-001044	4/2/2026	TORT LIABILITY
SOLOMON AGINA	9/27/2025	2026-001113	3/9/2026	CLAIM OVER \$2500 REFERRED TO CHICAGO CLAIMS UNIT COMSI PLEASE CONTACT CHICAGO CLAIMS UNIT 312-744-5650
STACEY THOMPEN	1/12/2026	2026-001144	1/26/2026	TORT LIABILITY, CITY NOT LIABLE
STATE FARM MUTUAL INS A/S/O	6/5/2025	2026-001268	4/29/2026	DUPLICATE. PLEASE SEE CLAIM # 2026-001028 FOR REFERENCE
ARISTIZABAL ALBERTO	4/20/2026	2026-001254	4/23/2026	CITY NOT LIABLE, TORT LIABILITY
SUKHARIT SHAW	8/16/2025	2026-001123	3/9/2026	CITY NOT LIABLE, TORT LIABILITY
SUSAN GRECO COSTELLO	1/3/2026	2026372045	3/5/2026	TORT LIABILITY
SUSAN RITACCA AND TODD WHITE	1/25/2026	2026-001049		CITY NOT LIABLE, ALL SERVICE REQUEST DID NOT MEET THE CITY'S NOTICE REQUIREMENT FOR APPROVAL
SYBIL M CONNOR				CITY NOT LIABLE, TORT LIABILITY
TAMARA CLARK	1/28/2026	2026-001137	2/11/2026	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, CITY NOT LIABLE
TAMECCAL JONES	2/1/2026	2026-001084	3/30/2026	TORT LIABILITY, CITY NOT LIABLE
TAMMY J GROHS	5/13/2023	2026-001127	3/6/2026	TORT LIABILITY
TASHAY L MYRICK	3/10/2026	2026-001085	3/31/2026	TORT LIABILITY
THOMAS R DORSEY	5/17/2025	2026-001285	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
THOMAS R DORSEY	3/29/2026	2026-001286	4/27/2026	CITY NOT LIABLE, TORT LIABILITY
TIFFANY SOMMERIO	2/2/2026	2026-001043	4/3/2026	TORT LIABILITY
TOYA L WILLIAMS	10/10/2019	2026-001124	3/9/2026	CITY NOT LIABLE FOR PERSONAL ACCIDENTS
UGOCHINYERE AKINDELE	1/31/2026	2026-001135	2/4/2026	CITY NOT LIABLE, TORT LIABILITY
VITO RIZZI	2/23/2026	2026372049	3/6/2026	CITY NOT LIABLE, PRIOR DAMAGE BEFORE TOW
VLADIMIR OSTAPCHUK	1/12/2026	2026372046	3/6/2026	TORT LIABILITY
VRAJESH KUMAR PATEL	12/31/2025	2026-001153	2/5/2026	TORT LIABILITY, CITY NOT LIABLE
VUK ZUGIC	1/31/2026	2026-001076	1/14/2026	TORT LIABILITY, LAKE SHORE DRIVE NORTH BOUND, RIGHT BEFORE FRANKLIN ROOSEVELT BRIDGE
WANDA JOHNSON	5/16/2025	2026-001261	1/14/2026	CITY NOT LIABLE, TORT LIABILITY
WASTE MANAGEMENT OF ILLINOIS INC	8/29/2025	2026-001121	1/14/2026	CONTACT CTA (CHICAGO TRANSIT AUTHORITY) 312-681-3095
WENZHE SUN	2/1/2026	2026372047	1/14/2026	TORT LIABILITY
WILDER A FUENTES	2/7/2026	2026-001003	1/14/2026	TORT LIABILITY

City of Chicago Confidential

Page 5 of 5

Placed On File -- VERDICTS, JUDGMENTS AND SETTLEMENT REPORTS FOR MONTH OF JUNE 2026.

[F2026-0026895]

The Committee on Finance submitted the following report:

CHICAGO, July 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 June 2026 (F2026-0026895), 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 vote on July 13, 2026.

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT FOR KNIGHTS OF COLUMBUS.

[F2026-0026885]

The Committee on Finance submitted the following report:

CHICAGO, July 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 Knights of Columbus,

citywide, from September 11 to 13, 2026, to September 17 to 20, 2026 (direct introduction) (F2026-0026885), 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 July 13, 2026.

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed communication transmitted with the foregoing committee report was *Placed on File*.

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT FOR PROJECT ORBIS INTERNATIONAL, INC.

[F2026-0026892]

The Committee on Finance submitted the following report:

CHICAGO, July 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 Project Orbis International, Inc. citywide, from August 8, 2026, to December 31, 2026 (direct introduction) (F2026-0026892), 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 July 13, 2026.

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed communication transmitted with the foregoing committee report was *Placed on File*.

Placed On File -- CITY OF CHICAGO FINANCIAL STATEMENT AUDITS BEGINNING WITH FISCAL YEAR ENDING DECEMBER 31, 2026.

[F2026-0026840]

The Committee on Finance submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending Baker Tilly US, LLP, together with its consortium of minority- and women-owned accounting firms, to perform the City of Chicago's financial statement audits beginning with the fiscal year ending December 31, 2026 (F2026-0026840), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said proposed communication was *Placed on File*.

COMMITTEE ON AVIATION.

LEASE AGREEMENTS WITH ATLANTIC AVIATION CORPORATION AND SIGNATURE FLIGHT SUPPORT LLC FOR USE AND REDEVELOPMENT OF FACILITIES AT CHICAGO MIDWAY INTERNATIONAL AIRPORT.

[SO2026-0026369]

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 2026.

To the President and Members of the City Council:

Your Committee on Aviation, for which a meeting was held on Tuesday, July 14, 2026, at 1:45 P.M., recommends passage of a substitute ordinance regarding lease agreements with Atlantic Aviation Corporation and Signature Flight Support LLC for use and redevelopment of facilities at Chicago Midway International Airport (SO2026-0026369) introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

On motion of Alderperson O'Shea, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 local government as defined in Article VII, §6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and, through its Chicago Department of Aviation ("CDA"), operates the airport known as Chicago Midway International Airport ("Airport"); and

WHEREAS, The City has the authority to lease premises and facilities and the power to grant rights and privileges with respect to the Airport; and

WHEREAS, Atlantic Aviation Corporation ("Atlantic") has operated as a fixed based operator for General Aviation operations at the Airport since 2003 under its current agreement, that certain Facilities Lease and Use Agreement dated September 23, 2003; and

WHEREAS, Signature Flight Support LLC ("Signature") has operated as a fixed based operator for General Aviation operations at the Airport since 2013 under its current agreement, that certain Facilities Lease and Use Agreement dated November 26, 2013; and

WHEREAS, Atlantic and Signature each commit to invest in a comprehensive redevelopment and modernization of their respective facilities at the Airport, including new hangars and office facilities, terminal upgrades, tenant facility upgrades, CBP facility, GSE facility, Advanced Air Mobility infrastructure, and ramp improvements, the cost of which are estimated to exceed \$65 Million for each company; and

WHEREAS, Atlantic and Signature each also commit to significant increases in rental payments to the City under new Facility Lease and Use Agreements ("Agreements") at the Airport; and

WHEREAS, The City, and Atlantic and Signature respectively, agree that it is in the best interest of both parties to each transaction to enter into new Agreements to facilitate the herein described redevelopment program, provide sufficient lease term to allow Atlantic and Signature, respectively, to amortize their substantial capital investment and establish updated economic and operating provisions for the extended lease term, and to generate substantial revenues to the City for use at the Airport; and

WHEREAS, The City, and Atlantic and Signature respectively, agree that new Agreements reflecting a 20-year term, plus two additional 5-year extension periods available only if each respective tenant has met its substantial development and investment commitments, is appropriate to achieve these goals; and

WHEREAS, The City seeks City Council approval to enter into an agreement with Atlantic in substantially the same format as Exhibit A, and with Signature in substantially the same format as Exhibit B; and

WHEREAS, The City, and Atlantic and Signature respectively, acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility, and the continued vitality of the Airport as a premier General Aviation entry point for the City and the region, is crucial to the economic health and welfare of the City; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein and adopted as findings of the City Council.

SECTION 2. The Commissioner of CDA, or a designee of the Commissioner, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an Agreement with Atlantic and an Agreement with Signature, in substantially the form attached hereto as Exhibit A, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Agreements, with such changes, deletions and insertions as shall be approved by the persons executing such Agreements.

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 other ordinances, resolutions, motions, or orders of the City Council in conflict with this ordinance are hereby amended to the extent of such conflict.

SECTION 5. This ordinance shall be effective upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

*Facilities Lease And Use Agreement With Atlantic Aviation Corporation At
Chicago Midway International Airport.*

This Facilities Lease and Use Agreement ("**Agreement**") is made and entered into effective as of the ____ day of ____, 2026 ("**Effective Date**"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("**City**") and Atlantic Aviation Flight Support, Inc., a Delaware Corporation ("**Atlantic**").

RECITALS

WHEREAS, the City owns and, through its Chicago Department of Aviation ("CDA"), operates that certain airport known as Chicago Midway International Airport ("Airport"); and

WHEREAS, the City has the authority to lease premises and facilities and the power to grant rights and privileges with respect to the Airport; and

WHEREAS, Atlantic has operated as a fixed based operator at the Airport under its current agreement since 2003 -- that certain Facilities Lease and Use Agreement dated September 23, 2003; and

WHEREAS, Atlantic commits to invest in a comprehensive redevelopment and modernization of its facilities at the Airport pursuant to the development plan proposed by Atlantic and to be set forth in Exhibit E, as finally approved by the Commissioner in accordance with Article V (the "Development Plan"), which plan shall include a new hangar and office facility, a new U.S. Customs & Border Protection (CBP) facility, the installation of a new concrete ramp, the refurbishment of the existing asphalt ramp, a remodeling of its FBO terminal, a remodeling of its VVIP and charter terminal, a new ground support equipment facility, improvements to its workshop facility, renovation to the existing tenant facility, and the installation of eVTOL charger infrastructure, subject to the provisions of this Agreement; the cost of which improvements is estimated to be at least \$60 million; and

WHEREAS, the City and Atlantic agree that it is in the best interest of both parties to enter into this Agreement to facilitate the herein described redevelopment program, provide sufficient lease term to allow Atlantic to amortize its substantial capital investment and establish updated economic and operating provisions for the extended lease term; and

WHEREAS, the City and Atlantic acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and

welfare of the City, and that the City's right to monitor Atlantic's performance under this Agreement is a valuable right incapable of quantification.

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

ARTICLE I - DEFINITIONS

Section 1.01 - Definitions. The following words, terms, and phrases, shall, for the purposes of this Agreement, have the following meanings:

"Abandonment" or "Abandons" means the cessation of the use of the Premises by Atlantic in accordance with this Agreement, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

"Affiliate" means any person, organization, legal entity, trust, partnership, corporation, or other form of enterprise that directly or indirectly controls, is controlled by, or is under common control with Atlantic.

"Agreement" means this Facilities Lease and Use Agreement, as may be hereafter amended or supplemented from time to time in accordance with its terms.

"Airport" means Chicago Midway International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made.

"Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 8.01 hereof.

"Airport Security Acts" means the Aviation and Security Improvement Act of 1990 (P.L. 101-604), as amended, the Aviation and Transportation Security Act of 2001, as amended, and all other federal laws governing security at airports, all as codified at 49 U.S.C. 44901 *et seq.*, including any rules, regulations, and directives promulgated and issued pursuant to them.

"Building Rent" has the meaning set forth in Section 4.01.

"Commissioner" means, for the purposes of this Agreement, the Commissioner of the CDA (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City), or such person as she or he may designate in writing, or any successor to her or his rights and duties.

"Default Rate" means the annual rate of four percent (4%) plus the Prime Rate (hereinafter defined), unless a lesser interest rate shall then be the maximum rate

permissible by law with respect thereto, in which event said lesser rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of a change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by Chase Bank or its successors at Chicago, Illinois as its "corporate base rate". A certificate made by an officer of Chase Bank stating the "corporate base rate" in effect on any given day shall, for the purposes hereof, be conclusive evidence of the Prime Rate in effect on such day. In the event Chase Bank ceases to use the term "corporate base rate" in setting the base rate of interest for commercial loans, then the Prime Rate herein shall be determined by reference to the rate used by Chase Bank as a base rate of interest for commercial loans as the same shall be designated by Chase Bank. In the event Chase Bank ceases to exist, then the Prime Rate herein shall be determined by reference to the rate used by a lender qualified to be an Institutional Leasehold Mortgagee in Chicago, Illinois, selected by City, as a base rate of interest for commercial loans, as the same shall be designated by such lender.

"Development Plan" means the comprehensive plan for the development of the Improvements as further described in Section 5.04 to be submitted to the City for approval in accordance with that section, and incorporated into this Agreement as Exhibit E.

"Federal Aviation Administration" (sometimes abbreviated as "FAA") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fuel System" means the Airport fueling system operated by the consortium of airlines serving the Airport known as "MATCO", or any successor thereto.

"Gross Revenues" mean the aggregate amounts of all charges, including but not limited to all facilities/services fees of whatever nature Atlantic charges its customers for the use of the Premises (including the Improvements and equipment located thereon) and fees for such Primary Commercial Support Services or Secondary Commercial Support Services Atlantic may perform, and fees that Atlantic may recover from third parties performing such services on the Premises. Gross Revenues shall not include gross business revenues of subtenants or licensees, taxes, charges by governmental entities that are passed through to customers, insurance proceeds, and credit card surcharges. Gross Revenues shall not include revenues from the sale of fuel on the Premises, to the extent that such fuel sale is subject to the Fuel Flowage Fee described in Article IV.

"Ground Rent" has the meaning set forth in Section 4.0.

"Improvements" mean any structures or other improvements on the Premises, including hangars, aircraft parking apron or ramp, infrastructure, and, except as otherwise provided herein, all fixtures now or hereafter located thereon.

"Landing Fees" have the meaning set forth in Section 4.03.

"Minimum Annual Guarantee" has the meaning set forth in Section 4.0.

"Odyssey Parcel" means that certain parcel of land located within the Premises commonly referred to as the Odyssey parcel, with the legal description and square footage set forth in Exhibit A. The Odyssey Parcel is a subset of the Premises and is subject to the City's reclamation rights as set forth herein.

"Odyssey Parcel Improvements" means those Improvements to be completed by Atlantic on the Odyssey Parcel as part of the Development Plan, including the new hangar and office facility, the Customs and Border Protection (CBP) facility, and ramp upgrades.

"Percentage Rent" has the meaning set forth in Section 4.01.

"Premises" has the meaning set forth in Section 2.01 and Exhibit A.

"Release Notice" means a written notice delivered by the City to Atlantic irrevocably releasing the City's right to reclaim all or a specified portion of the Odyssey Parcel for the remainder of the Term.

"Rent" means, unless the context specifically otherwise requires, Ground Rent, Building Rent, Percentage Rent (or Minimum Annual Guarantee, as applicable), and Fuel Flowage Fee. Landing Fees and any other amount which Atlantic is obligated to pay under this Agreement; including the Capital Investment Commitment and Atlantic's obligations under the Development Plan, and the Runway Development Contribution shall not constitute Rent.

"Runway Development Contribution" means the \$7.5 million contribution to be made by Atlantic to the City's Midway Airport Runway Development Project as described in Section 5.12, which for the avoidance of doubt shall exclusively be for aeronautical use associated with the Airport's capital program for redeveloping the general aviation portion of the Airport runway.

"Runway Development Project" means the City's project to improve the EMAS infrastructure on Midway's runway system.

"Sustainable Airport Manual" or "SAM" means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the CDA during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

"Transfer" has the meaning set forth in Section 13.01.

"Transportation Security Administration" (sometimes abbreviated as "TSA") means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

"Work" means the furnishing by Atlantic of all labor, materials, equipment, and other incidentals necessary or convenient to the successful construction, demolition, or renovation of Improvements made by Atlantic from time to time, and the carrying out of all the duties and obligations under the terms and conditions of this Agreement.

"Work Liaison" means the person designated by the Commissioner to coordinate activities between Atlantic and the City.

Section 1.02 - Interpretation. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement. The term "including" shall be construed to mean "including, without limitation" Unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement; all section references, unless otherwise expressly indicated, are to sections of this Agreement; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 - Incorporation of Exhibits. The following exhibits attached hereto are incorporated by reference and made a part of this Agreement:

- Exhibit A – Premises
- Exhibit B – Rent Schedules and Security Deposit
- Exhibit C – Requirements for Work
- Exhibit D – Insurance Requirements
- Exhibit E – Development Plan
- Exhibit F – Structural Controls

ARTICLE II - LEASE OF PREMISES

Section 2.01 - Premises. As of the Effective Date, City leases to Atlantic, and Atlantic leases from City, the parcels of land ("**Land**") depicted on Exhibit A, together with the Improvements located thereon (the Land and Improvements being collectively referred to as the "**Premises**").

The Improvements shall include all additional structures constructed on the Premises during the term of this Agreement, as described more fully in the Development Plan.

Exhibit A shall be revised from time to time to reflect changes in conditions, including the addition of new Improvements or the removal of existing Improvements, and an accurate reflection of the parameters of the Premises pursuant to any adjustment described herein, by agreement of the parties without need for an amendment to this Agreement.

Section 2.02 - Adjustment of Area of Premises. City reserves the right to re-measure the Premises, or any portion thereof, at any time during the Term of this Agreement upon the occurrence of any circumstances, including but not limited to the construction or alteration of Improvements and modifications to taxiways, taxi lanes and service roads, that may, in the opinion of the Commissioner, warrant a re-measurement of the Premises. The City shall use reasonable efforts to cause such re-measurement not to materially interfere with Atlantic's operations. Any change in the square footage of the Premises resulting from such a re-measurement and any corresponding change in Rent resulting therefrom that has not been disputed by Atlantic within ten (10) days after written notice, shall be indicated on the applicable exhibits hereto without the necessity of an amendment to this Agreement. If Atlantic disputes the re-measurement, the parties shall refer the matter to a licensed land surveyor; if the difference between the surveyor's determination and the City's measurement is two percent or less, Atlantic shall bear the cost of the survey, otherwise the City shall bear it. At all times, the square footage of land and buildings then reflected on Exhibit A shall be the basis for assessing Ground Rent and Building Rent.

Section 2.03 - Easements and Rights of Entry.

A. Atlantic's leasing of the Premises is subject to any and all easements, licenses and other rights of entry with respect to the Premises granted to or vested in any other governmental entities or agencies, such as the FAA or TSA.

B. Atlantic acknowledges that there may currently exist, and that City may grant in the future, easements and rights of entry on, over and/or under the Premises for the benefit of suppliers and/or owners of utilities that service the Airport, and Atlantic, to the extent such easements on operations upon such easement do not breach Atlantic's covenant of quiet enjoyment or materially interfere with Atlantic's operations, hereby consents to any such easements or rights of entry whether now in existence or granted during the term of this Agreement.

C. The City hereby reserves unto itself and other users of the Airport the rights and easements to those areas of the Premises identified as service roads for ground vehicles and taxiways and taxi lanes for aircraft, as may be necessary for the ground vehicles and aircraft of users of the Airport other than Atlantic to move on or over the Premises on such service roads and taxiways and taxi lanes. The City further reserves unto itself the right to relocate such service roads and taxiways and taxi lanes from time to time, all at the City's own cost. City shall use all reasonable efforts to minimize the impact of any such relocation upon Atlantic's operations. If such a relocation renders a portion of the Premises unusable, the City will (i) delete the square footage of that unusable portion from the calculation of Rent for the period that such portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Atlantic's continued operations, the square footage of which space would be included in the calculation of Rent. For the purposes of calculating Ground Rent, the square footage within such easements for service roads and taxiways and taxi lanes has been and will be excluded from such calculations.

D. The City hereby reserves such rights and such easements as may be necessary to enter onto the Premises for the purpose of conducting any operations related to the function of the Airport without such entering causing or constituting a termination of this Agreement, including, without limitation, the right to do all things necessary to operate and maintain water mains, sewer mains and other utilities that may exist beneath the surface of the Premises and to service any antennas or communications facilities now or hereafter located on the roofs of buildings located on the Premises. (The City shall operate and maintain only its water mains and sewer mains, and assumes no responsibility or liability for the operation or maintenance of any sewer or water laterals within the Premises that are used exclusively by Atlantic.) The City, its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions.

E. City agrees to use reasonable efforts to not unreasonably interfere, or to cause grantees of easements not to unreasonably interfere, with Atlantic's use, quiet enjoyment, and possession of the Premises when exercising any of the rights reserved under this Section 2.03.

Section 2.04 - Permitted Uses (Mandatory and Discretionary). Subject to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of aeronautical activities by Atlantic at the Airport, Atlantic is hereby granted the use of the Premises for the following purposes:

A. Primary (Mandatory) Commercial Support Services. Atlantic must perform the

following enumerated services at the Airport to support general aircraft operating at the Airport and other Airport users soliciting from Atlantic any of the services usually supplied by a fixed base operator. Atlantic shall perform its services in accordance with those minimum standards as may be established by the Commissioner pursuant to FAA Circular No. 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities", as it may be amended from time to time, and such other rules and regulations as may be promulgated by the Commissioner from time to time. Atlantic shall staff qualified personnel to perform such services on a "24/7" basis unless otherwise determined by the Commissioner in writing.

1. Arrival and departure guidance, supervision of parking of aircraft, ramp assistance and fire guard service for departing aircraft, as required.
2. Transport for passengers, crew and ordinary hand baggage between aircraft and Atlantic's hangar(s) or public passenger terminals on the Airport.
3. Flight line servicing of aircraft, including the sale and into-plane delivery of aviation fuels, lubricants and other related aviation products.
4. Other aircraft services, such as window cleaning, as requested by the aircraft operators.
5. Customer terminal services, including:
 - a. Assisting aircraft passengers and crew in obtaining local transportation, lodging, and general information on the Chicago area;
 - b. Maintaining means of conveying current weather information; and
 - c. Conveying messages to arriving or departing passengers and crew using Atlantic's facilities.
6. Making available hangar and aircraft tie-down space and parking space to aircraft owners and/or operators.
7. Leasing or rental of office space to aircraft owners and/or operators for support of their aviation activities at the Airport.
8. Removal of disabled general aviation aircraft from the operational movement areas of the Airport. Atlantic must have equipment available at the Airport to remove and relocate any type of aircraft that Atlantic services within 30 minutes (or as soon thereafter as reasonably practicable) of it becoming disabled, other than those involved in an accident requiring investigation by federal authorities.
9. Remediation of any fuel spills or other environmental contamination caused by Atlantic or any of its customers. Atlantic must have equipment available at the Airport to commence such remediation for any type of aircraft that

Atlantic services within 30 minutes (or as soon thereafter as reasonably practicable) of the event.

10. If requested by the Commissioner, and subject to the terms and conditions of Section 4.03 hereof, collection of Landing Fees on behalf of the City from any or all users of the Premises and remittance of such landing fees to the City for an administrative fee of not more than ten percent (10%) of the landing fees payable by such users to the City and collected by Atlantic. The City reserves the right to revoke any authority granted to Atlantic to collect any landing fees pursuant to this Section 2.04.A.10 at any time upon thirty (30) days written notice to Atlantic.

B. Secondary (Discretionary) Commercial Support Services. Upon written approval of the Commissioner, Atlantic may engage in any or all of the following activities, or may, with the approval of the Commissioner, provide space within its Premises for a third party to engage in the following activities:

1. Leasing or rental of aircraft or providing air charter, air freight or flight management services.
2. Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any related parts or accessories.
3. Repair and maintenance services for aircraft and aircraft engines, their components and accessories, including executive jet aircraft.
4. Providing equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services.
5. Sale of airman materials and supplies, and other aeronautical items.
6. Leasing or rental of desks, storage or any equipment in connection with the conduct of aviation-related activities.
7. Maintenance and repair of ramp vehicles.
8. Associated aviation customer services not otherwise mandated under Section 2.04.A.
9. Advertisements installed with the permission of the Commissioner.
10. At Atlantic's election, at least one specialized area of airframe, aircraft engine, radio, avionics repair or other specific type of aircraft repair or maintenance service, which specialized area Atlantic may choose at its discretion, and which service Atlantic may provide through a subcontractor;
11. Leasing or rental of motor vehicles and associated services.

C. Additional Rights. In addition to the above-described responsibilities and rights, and subject to the approval of the Commissioner, Atlantic shall have the right to perform and conduct such other activities and operations consistent with the rights, privileges and responsibilities granted to Atlantic which do not unreasonably interfere or conflict with the rights granted by the City to others on the Airport, but no flight training may be conducted in which student pilots take off or land at the Airport, or use the Airport for any flight activities whatsoever. Any such services provided under this subsection 2.04(C) shall be included as Secondary Commercial Support Services for the purposes of calculating Gross Revenues and Percentage Rent.

D. Rights to Airfield and Other Public Areas of the Airport. The City grants Atlantic the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxiways, taxi lanes and other aeronautical or navigational facilities, subject to the rules and regulations with respect to the use of such facilities imposed by the City or any other governmental agency. Subject to the terms and conditions of this Agreement, including notice and cure rights and obligations, This access right may be temporarily revoked in whole or in part, at the discretion of the Commissioner, for failure to comply with this Agreement or with any safety or security requirement.

E. Restrictions on Use. Nothing stated in this Section 2.04 shall permit the conduct by Atlantic of any business other than the performance of fixed base operator services, and the activities described in this Section 2.04 and those related and incidental thereto.

F. Ground Handling Services. The Commissioner hereby consents to Atlantic's performance of ground handling services for commercial airlines. In the event that Atlantic desires to perform any ground handling services through any other entity, Atlantic shall only do so after obtaining the prior written consent of the Commissioner, such consent to be given or withheld in each case in the sole and absolute discretion of the Commissioner; provided, however, in an emergency situation, oral approval or consent of the Commissioner shall be sufficient. For the purposes of this Agreement, ground handling services include, but are not limited to, the handling of passengers of commercial or retail flights, including those situations in which traffic at the Airport may prevent the handling of such passengers at the terminal. If the Commissioner approves the handling of retail passenger operations on the Premises, Atlantic shall provide shuttle services to the terminal for such passengers. In no event shall this provision be construed as permitting retail passenger operations by Atlantic other than the incidental handling of passengers in irregular operation situations. Nothing in this Section 2.04 shall be construed as limiting Atlantic's right to provide ground handling services to single entity specialty charters, including, but not limited to, sports teams and musical groups, which do not require passenger check-in, baggage, security or other facilities provided at the Airport's commercial passenger terminal.

G. Fuel System. Atlantic agrees to use the Airport Fuel System for all aviation fuel. Atlantic shall not at any time during the Term of this Agreement or any extension thereof

construct or install any aviation fuel storage facilities on or beneath the Premises without the express prior written consent of the Commissioner, such consent being within the Commissioner's sole and absolute discretion. Atlantic hereby acknowledges and agrees that Fuel System usage fees that are 125% or less of those fees charged to commercial airline signatories to the Chicago Midway Airport Fuel System Use and Operating Agreement by and between the City and those signatory airlines are reasonable fees.

Section 2.05 - First-Class Operation. The principal purpose of the City in entering into this Agreement is to fulfill the City's obligation to make available to the general aviation users of the Airport the products and services which Atlantic is required and/or permitted to sell and render hereunder. Atlantic accordingly agrees to conduct a first-class commercial aviation support and fixed base operation, consisting of the primary support services listed in Section 2.04.A above. Atlantic agrees to provide and maintain a hangar and office/terminal complex with the facilities, equipment, supplies, materials and personnel necessary to adequately provide the sales and services authorized in this Agreement, including a lounge or waiting room for passengers and crews, and accessible restrooms, all to be maintained in a first-class, clean and sanitary manner in accordance with Article V of this Agreement.

Section 2.06 - Quiet Enjoyment. Subject to the provisions of this Agreement, City covenants that, so long as Atlantic is not in default beyond any applicable cure period, Atlantic, it shall be entitled to and shall have the use and enjoyment of the Premises, and the rights and privileges granted to it hereunder. Atlantic shall be entitled to lawfully and quietly occupy and enjoy the Premises during the term of this Agreement, provided Atlantic is not in default of any of its obligations under this Agreement.

Section 2.07 - Ingress and Egress. Subject to Airport Rules and Regulations, Atlantic shall have the right and privilege (a) of ingress to and egress from the Premises and the public areas of the Airport, for its employees, agents, guests, patrons, subtenants and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and (b) to provide transportation of its employees to, from, and within the Airport. Atlantic shall not block or otherwise obstruct the common use taxiways, taxilanes or service roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiway, taxilane or service road areas by City or other Airport users.

Section 2.08 - Present Condition of Premises. Subject to those exceptions explicitly set forth in Section 7.08, Atlantic, by the execution of this Agreement, accepts the Premises "AS IS". Atlantic shall be responsible for the compliance of the Premises with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, regulations, and orders, including any and all requirements set forth in Section 7.08. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repairs on the Premises. City makes no warranty as to the environmental conditions of the Premises or the airfield. CITY

MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR ATLANTIC'S PURPOSES OR NEEDS. CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND ATLANTIC SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENT OR OTHER AMOUNTS PAYABLE TO CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. Atlantic waives any and all claims against the City regarding the condition of the Premises which may currently exist or which may arise in the future by contract, at common law, in equity, or under statute, now or then currently in effect, including those which relate to environmental conditions on, under, or near the Premises; provided, however, that such waiver does not extend to (i) any Pre-Existing Condition, (ii) Atlantic's right to contribution from the City as may be provided under any Environmental Law, (iii) fines and penalties for which the City would be liable, and neither Atlantic nor its predecessors in interest would be liable, under any Environmental Law or (iv) any Environmental Condition for which Atlantic is not responsible under Section 7.08.

Section 2.09 - Accessibility. City and Atlantic agree that Atlantic shall have the responsibility to ensure that the Premises and the services that Atlantic provides to its customers are in compliance with the Americans with Disabilities Act and related regulations, as amended from time to time. Atlantic shall submit its certification of such compliance to the Commissioner within thirty (30) days after written request.

Section 2.10 - Covenant Against Waste. Atlantic will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

Section 2.11 - Odyssey Parcel Reclamation Rights.

- (a) The City, acting by and through the Commissioner or the Chicago Department of Aviation, retains the right to reclaim the Odyssey Parcel, or any portion thereof, at any time on or before the fifth (5th) anniversary of the Effective Date upon not less than ninety (90) days' prior written notice to Atlantic (a "Reclamation Notice"). Upon the effective date of any such reclamation, the reclaimed portion of the Odyssey Parcel shall be excluded from the Premises for all purposes of this Agreement. Ground Rent and Building Rent, to the extent applicable, shall be recalculated and reduced proportionately based on the square footage reclaimed or withheld from Atlantic, effective as of the applicable date, and the revised depiction of the Premises shall be reflected in a revised Exhibit A. The Commissioner shall provide Atlantic with written confirmation of the adjusted rent amounts within thirty (30) days following the applicable effective date. Any reclamation by the City shall not constitute a default or breach of this Agreement and shall not give rise to any claim by Atlantic for damages, except for the compensation expressly provided in subsection (e) with respect to City-approved improvements constructed by Atlantic on the Odyssey Parcel.
- (b) Notwithstanding any other provision of this Agreement, Atlantic is not obligated, and shall not be required, to break ground or commence design, construction or

development of any Odyssey Parcel Improvements on the Odyssey Parcel unless, and the Redevelopment Commitment shall not be required and held in abeyance until, the City delivers to Atlantic a Release Notice irrevocably releasing the City's reclamation right with respect to all or a portion of the Odyssey Parcel for the remainder of the Term, except as otherwise expressly provided in subsection (d).

- (c) If the City reclaims all or any portion of the Odyssey Parcel, the portion of the Odyssey Parcel so reclaimed shall be excluded from the Premises, and (i) the Development Plan shall be adjusted to reflect the reclaimed portion of the Premises and (ii) the Minimum Capital Commitment shall be reduced commensurate with the total cost of the improvements projected to be built on the portion of the reclaimed Odyssey Parcel in the Development Plan. Following any partial reclamation, with the approval of the Commissioner, Atlantic may revise the Development Plan for the unreclaimed portion of the Odyssey Parcel and any related portions of the Premises to optimize the scope, sequencing, phasing, functionality and site layout of the Premises following such reclamation. The expiration of the City's reclamation right pursuant to Section 2.11(c) shall automatically constitute a Release Notice.
- (d) Until the fifth (5th) anniversary of the Effective Date, Atlantic shall not construct facilities on the Odyssey Parcel. During such period, Atlantic may use the Odyssey Parcel for parking, staging, equipment storage, and similar non-facility uses, subject to applicable Airport rules, safety requirements, and the terms of this Agreement. Atlantic shall, not less than 180 days prior to the fifth (5th) anniversary of the Effective Date, provide written notice to the City requesting the City's intention to retain or release the right to reclaim the Odyssey Parcel, or any portion thereof, following the expiration of such notice period the City's reclamation right with respect to any unreclaimed portion shall expire automatically, and the applicable Odyssey Parcel Improvements for the unreclaimed portion shall remain part of the Development Plan unless otherwise modified in accordance with this Article V.
- (e) The Development Plan, as defined herein and as set forth in any exhibit to this Agreement, shall be deemed amended to incorporate the reduction in investment obligations, proportionate rent adjustments, construction timing adjustments, and revisions to the Development Plan contemplated by this Section 2.11, including with respect to any improvements identified in Section 5.01 as being subject to this Section 2.11. The Commissioner is authorized to execute a written confirmation or ministerial amendment to any exhibit reflecting the adjustments required by this Section 2.11 without further City Council action.

ARTICLE III - TERM

Section 3.01 - Initial Term. The initial term of this Agreement ("Initial Term") commences on the Effective Date and shall expire on the 20th anniversary of that date, for a period of twenty (20) years, unless extended or earlier terminated in accordance with the provisions of this Agreement. The City's early termination of Atlantic's lease for any parcel shall in no way diminish Atlantic's obligations under this Agreement that survive expiration or termination of this Agreement.

Section 3.02 - Options to Extend. At the option of Atlantic and provided that the Initial Term has not already been terminated or been converted to month-to-month for a specific parcel, the Initial Term for the Premises as a whole or a parcel(s) thereof may be extended by for no more than two (2) additional five (5) year periods (the Initial Term and such extension being the "Term", not to extend beyond the 30th anniversary of the Effective Date), provided that, for each extension period:

A. Atlantic provides the City written notice of its intent to extend the Term for a parcel no less than fifteen (15) months, but not more than twenty-four (24) months, prior to the then current expiration date of the Term for that parcel;

B. Atlantic has complied with the Development Plan after giving effect to any approved amendments and any relief, excuse, extension, suspension, adjustment, or deferral permitted under this Agreement. Any obligation subject to a good-faith dispute or otherwise excused under this Agreement shall be deemed satisfied unless and until finally determined otherwise; and

C. There is no existing event of default, or any condition with which the giving of notice and/or the passage of time could become an event of default, as of the commencement of the extended Term.

The 15-month notice period in (A) is intended to provide the City time to find a replacement tenant; however, the Commissioner may, in his or her sole and absolute discretion, waive the 15 month requirement and allow Atlantic to exercise its option to extend. Except as provided in Article IV, Atlantic's occupancy of the Premises during any extension of the Term shall be on the same terms and conditions as otherwise contained herein. If Atlantic exercises its option to extend the Initial Term of this Agreement, the word "Term" shall be construed to include the extension. Any holding over by Atlantic after the expiration of the Term shall be on a month-to-month basis, which may be terminated by the Commissioner with 30 days written notice.

Section 3.03 - Early Termination. In addition to an early termination due to an uncured event of default, either party may terminate this Agreement with 30 days written notice in the event that Atlantic is no longer authorized to conduct fixed base operations or general aviation functions at the Airport by any governmental agency (other than the City). Further, Atlantic and the Commissioner may mutually agree to terminate the lease, or convert to a month-to-month lease, for a specific parcel of the Premises if they

determine it to be in the best interests of the parties. In such event, Exhibits A and B will be amended prospectively. Except as provided in Section 2.11 regarding the City's rights to reclaim the Odyssey Parcel, if the City terminates this Agreement, or Atlantic's lease of any parcel, because all or a substantial portion of the Premises is needed for other Airport development purposes, the City shall (i) provide not less than twelve (12) months' prior written notice; (ii) use commercially reasonable efforts to relocate Atlantic to other suitable Airport premises of comparable size, utility, and revenue potential, available for occupancy before the effective date of termination; and (iii) pay Atlantic the unamortized costs of the Improvements, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term or any then-effective extension.

ARTICLE IV - RENT

Section 4.01 - Rent. In consideration of this Agreement for lease and use of the Premises, Atlantic shall pay City sums in such form and amount as set forth below. For the purposes of this Agreement, all such sums are Rent.

A. Ground Rent and Building Rent. Atlantic shall pay Ground Rent and Building Rent according to the schedule set forth in Exhibit B, attached hereto and incorporated by reference herein. Exhibit B shall be revised from time to time to reflect revisions to Ground Rent and Building Rent rates pursuant to Section 4.02, or to reflect the addition or removal of any building subject to Building Rent, without need for amendment of this Agreement.

B. Percentage Rent. In addition to the Ground Rent and Building Rent, Atlantic shall pay Percentage Rent consisting of a percentage of gross revenues as follows:

1. Atlantic shall pay City the following percentages of its Gross Revenues (as defined below): two percent (2%) of the first \$1,000,000 of its Gross Revenues; three percent (3%) of Gross Revenues over \$1,000,000 to \$4,000,000 per year, and four percent (4%) of its Gross Revenues over \$4,000,000 per year. All revenue shall be deemed to be received by Atlantic at the time such amounts are received by Atlantic, whether for cash or credit, unless otherwise specifically stated in this Agreement, or subsequently authorized in writing by the Commissioner. Revenues shall further be deemed to be received by Atlantic if received by any of its contractors, sublessees, agents or wholly-owned or affiliated companies using or occupying space on the Premises and supplying any support services authorized in Article II of this Agreement.

C. **Minimum Annual Guarantee.** The Minimum Annual Guarantee of Percentage Rent pursuant to Section 4.01.B above shall commence on January 1, 2027, and shall be 85% of the Percentage Rent payable by Atlantic under its 2003 Agreement for calendar year 2025 or 2026, whichever is greater. Commencing on January 1, 2028, and every January 1 thereafter, the Minimum Annual Guarantee for the forthcoming year shall be the greater of: (1) 85% of the Percentage Rent actually payable for the prior calendar year and (2) the Minimum Annual Guarantee for the prior calendar year.

D. **Fuel Flowage Fee.** Atlantic shall pay a fuel flowage fee of \$0.20 per gallon of all fuel, including but not limited to automotive and aviation gas and jet fuel, sold by Atlantic at the Airport, or any fuel pumped by Atlantic on behalf of any person in the event that Atlantic acts as an into-plane agent for such person, and such person has bought or sold fuel at the Airport, is not in privity with the City, and has not otherwise paid a percentage fee or fuel flowage fee to the City. Commencing on January 1, 2028, and every January 1st thereafter, the fuel flowage fee may increase up to \$0.01 per gallon annually, at the election of the Commissioner. If the Commissioner elects to raise the fuel flowage fee in connection with this Section, the City shall notify Atlantic within 90 days of the commencement of the increase. This fuel flowage fee shall not apply if Atlantic serves as an into-plane agent for commercial airlines and charter flights that are non-retail customers of Atlantic. Aviation gas or jet fuel purchased by Atlantic for its own consumption or purchased by its parent company or any subsidiary in which Atlantic's parent company has a minimum 50% ownership shall not be subject to this fuel flowage fee. From time to time, the Commissioner may review the fuel flowage fee at comparable airports to determine whether Atlantic's Fuel Flowage Fee remains consistent with the prevailing fuel flowage fee in the industry. If the Commissioner finds the Fuel Flowage Fee is not in line with that charged at comparable airports, he may, in his discretion, raise the Fuel Flowage Fee accordingly, with ninety (90) days' notice to Atlantic.

Section 4.02 - Escalation at Ten Year Intervals.

A. The Ground Rent and Building Rent payable to the City pursuant to Exhibit B shall increase at regular intervals based on a fair market value appraisal, with the first such increase to take effect on January 1, 2033; the second on January 1, 2043; the third on January 1, 2053; and at 10 year intervals thereafter should the Agreement be further extended beyond that time or continue on a month-to-month basis. The amount of such increase shall be determined by the appraised fair market rent for the Land within the Premises, and each Improvement upon the Premises, respectively; fair market rent to be initially determined by City's independent appraiser as the rent that would be paid by an unrelated, willing FBO tenant under the otherwise same terms and conditions as this Agreement, and City shall set forth such determination in a written notice to Atlantic, which determination shall be provided to Atlantic no later than 120 days prior to the expiration of the Initial Term. In no event shall the Ground Rent or Building Rent rate increase more than 15% over the previous rate, nor shall they be decreased in

connection with this provision, but they may remain the same if supported by the appraisals described in this Section. The revised rates will be reflected in a revised Exhibit B without need for amendment of this Agreement.

B. In the event that Atlantic disputes the fair market rent as determined by City, then at any time on or before the date occurring thirty (30) days after Atlantic has been notified by City of the fair market rent, Atlantic may give written notice of such dispute to the City, supported by the report of its own independent appraiser as to the fair market rent. If City and Atlantic are thereafter unable to reach agreement upon the fair market rent, then the parties shall select a mutually acceptable independent MAI appraiser with at least ten (10) years' experience in commercial real estate appraisal of similar properties. The third appraiser shall, within forty-five (45) days of his or her appointment, select one of the two estimates of fair market rent submitted by City and Atlantic as the one closer to the fair market rent as determined by the third appraiser. The value so selected shall be the fair market rent. The party whose estimate is not chosen by the third appraiser shall pay all costs and expenses of the third appraiser and any experts retained by the third appraiser. Each party shall pay the fees and expenses of the appraiser appointed by or for such party. The time periods in this provision are intended to be approximate guidelines only, and failure of the parties to strictly comply shall not invalidate the process.

Section 4.03 - Landing Fees. Atlantic shall collect the current landing fees in effect at the Airport for each landing at the Airport of any aircraft being handled by Atlantic ("**Landing Fees**"). Landing fees shall not be assessed for any landing of an aircraft returning to the Airport after take-off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.04 - Method and Manner of Payment.

A. The Rent and Landing Fees (net of Atlantic's administrative fee) shall be paid to City, without set-off, deduction or discount, in lawful money of the United States, at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Atlantic by written notice, and shall be made in monthly installments, due on the first of each calendar month, commencing on the first full calendar month following the Effective Date. Payments for partial months or calendar years may be appropriately prorated.

B. Each month Atlantic shall pay the greater of the Percentage Rent payable on the prior month's gross revenues and one-twelfth of the Minimum Annual Guarantee. In February of each calendar year, Atlantic may offset against Rent due to the City the amount, if any, by which the sum of actual monthly payments of Percentage Rent and Minimum Annual Guarantee, if any, for the prior year exceeded the greater of the Percentage Rent payable on the gross revenues of the prior year and the Minimum Annual Guarantee for the prior year.

Section 4.05 - Rent Credits. Atlantic shall offset no credits against Rent due to the City except as expressly provided in this Agreement or expressly authorized in writing by the Commissioner.

Section 4.06 - Late Payments. Each and every installment of Rent accruing under the provisions of this Agreement which is not paid when due shall bear interest at the Default Rate, from the date when the same is due until the same shall be paid. All other sums becoming due or payable to the City under this Agreement, including, without limitation, all monies expended by the City pursuant to this Agreement or on account of any default by Atlantic in the performance or observance of any of the covenants and agreements contained in this Agreement shall likewise bear interest from the respective dates when the same shall be advanced or paid by City, or otherwise due to City, at the rate per annum which shall be the lower of (a) the highest rate permitted by law or (b) the Default Rate, until the same shall be paid by Atlantic to City. All sums so advanced or paid by City shall become so much additional Rent under the terms of this Agreement, due and payable on the date of such advance or payment.

Section 4.07 - Security Deposit. On or before the Effective Date of this Agreement, Atlantic shall pay to the City a security deposit in an amount equal to the Rent due for the first three (3) months of the Term. Such security deposit may be in the form of cash or a letter of credit, which letter of credit shall be in the form reasonably acceptable to the Commissioner. The amount of the security deposit provided as of the Effective Date and in the City's possession shall be the only required security deposit; provided that the City may proportionally increase such security deposit amount by providing sixty (60) days notice to Atlantic in connection with any escalation of Ground Rent, Building Rent or Minimum Annual Guarantee. The security deposit will be refunded to Atlantic, less any sums which may be due and owing to the City, subsequent to the expiration or termination of this Agreement.

Section 4.08 - Rent Absolute. Except as expressly provided in Section 4.10 (Abatement) and Section 15.06 (Force Majeure), Atlantic's obligation to pay Rent shall not be affected by any setoff, counterclaim, recoupment, defense, or other right except as expressly provided herein. Atlantic covenants and agrees that the Rent specified in this Article IV shall be absolutely net to the City, to the end that this Agreement shall yield net to City the entire Rent, and so that all costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations relating to the Premises which may arise or become due during the Term (other than City's legal fees not otherwise covered

by this Agreement) shall be paid or discharged or caused to be discharged by Atlantic as so much additional Rent, and Atlantic covenants and agrees that City shall be indemnified and saved harmless by Atlantic from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

Section 4.09 - Atlantic Books and Records. Atlantic shall maintain at its office in Chicago, Illinois, or at the Airport, books, records, and accounts relevant to the determination of Rent or any other sums owed to City under this Agreement, including, without limitation, records of its operations at the Airport. If such books, records, and accounts are not maintained at such office, Atlantic shall in any case maintain such books, records, and accounts within the United States, and Atlantic shall promptly furnish the Commissioner and City Comptroller in Chicago with all information reasonably requested by them with respect to such books, records, and accounts. The Commissioner and City Comptroller, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to Atlantic, to audit, examine, make copies of, and take extracts from such books, records, and accounts. In the event that (i) an audit reveals any discrepancy of greater than 5% of the gross receipts which are the subject of such audit, and (ii) such error resulted in an underpayment by Atlantic to the City, Atlantic shall reimburse the City for any and all of its expenditures for such audit. In the event that an audit reveals no irregularities, such audit shall be at the expense of the City. Without limiting the foregoing, City has the right to inspect Atlantic's records of its operations at the Airport. City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless Atlantic has consented to disclosure or has publicly released such information.

Section 4.10 - Abatement in the Event of Closing.

- (a) Except as otherwise expressly set forth below, Atlantic shall have no right to abatement or set-off of Rent of any kind. In the event that, for a period of time in excess of five (5) consecutive days, the Airport is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction and not stayed by way of appeal or otherwise, then the sole and exclusive remedy of Atlantic shall be that the Ground Rent and Building Rent payable by Atlantic shall abate for the period of such closing. There shall be no abatement or reduction of Rent or deletion from the Premises where the unusable condition is caused by the willful or negligent act or omission of Atlantic, its agents, employees, licensees, contractors, subcontractors, or invitees.
- (b) If more than fifty percent (50%) of the Premises becomes unusable due to fire, casualty, or other cause beyond Atlantic's control for a period in excess of thirty (30) consecutive days, the Ground Rent and Building Rent payable by Atlantic shall abate proportionately during the period of such unusability, based on the ratio of the unusable square footage to the total square footage of the Premises. In such an event, the City will (i) delete the square footage of that unusable portion from the calculation of Rent for the period that such

portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Atlantic's continued operations, the square footage of which space would be included in the calculation of Rent.

- (c) Upon the occurrence of a Force Majeure Event under Section 15.06, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full Airport closure), the monthly payment of the MAG shall be reduced proportionally to the impact of such event on Atlantic's Gross Revenues from time to time during the course of the event until it ceases to exist (the "Adjusted MAG"), as determined by Atlantic and the City in their reasonable discretion. The first Adjusted MAG determination shall be made not later than the first day of the second month after commencement of the event. Until the first determination is made, Atlantic shall continue to pay the MAG as in effect prior to the event, and any overpayment shall be credited to subsequent Adjusted MAG payments. From time to time during the event, at the request of either party, the parties shall undertake additional determinations as reasonably necessary to assure that MAG payments are equitably adjusted. The City may also, in its reasonable discretion, waive the MAG where (i) general aviation operations at the Airport decrease by more than twenty-five percent (25%) compared to the prior year due to circumstances beyond Atlantic's control, or (ii) fuel supply disruptions or other Force Majeure Events have materially diminished operations for a period exceeding sixty (60) consecutive days.
- (d) After the event ceases to exist, Atlantic shall resume paying the full MAG, which shall equal the MAG in effect immediately prior to commencement of the event, subject to the annual adjustment in subsection (2). Any dispute concerning the implementation of this subsection (d) shall be resolved in accordance with the dispute resolution provisions of this Agreement.

ARTICLE V - CONSTRUCTION, DEMOLITION, MAINTENANCE & REPAIR

Section 5.01 - Construction and Demolition of Improvements Generally.

The following provisions apply to Atlantic's construction and demolition of any Improvements:

A. All Work shall be accomplished in accordance with the terms and conditions of this Agreement and of Exhibit E, attached hereto and incorporated by reference herein, and shall be in conformance with all applicable City codes, ordinances, orders, regulations and FAA regulations, whichever are more restrictive. Work shall not be commenced until Atlantic has obtained all approvals, permits, and licenses required by any governmental authority or by Exhibit C. Atlantic shall diligently pursue Improvements until fully completed in a condition acceptable to the Commissioner, and in accordance with the Development Plan and Section 5.04.

B. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), or demolition, a proposed schedule and evidence of insurance coverages required by Article X shall be submitted to and received by the Commissioner prior to the issuance of written approval from the Commissioner at least 120 days before commencement of construction or demolition. Atlantic agrees to use best efforts to incorporate sustainable design practices in the development and construction of any Improvements, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Premises, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual. Atlantic shall require each contractor to furnish a payment and performance bond in form and substance acceptable to the Commissioner. The Commissioner's approval shall be absolute and may be withheld in his sole discretion. The Commissioner's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. No restriction is placed on Atlantic as to any architect, builder or contractor for Improvements to the Premises other than those requirements set forth in Articles VII and VIII hereof, and any other applicable local, state or federal law or regulation. Any professionals employed by or contracted with by Atlantic shall be properly licensed and insured to perform their work. City shall have the right at all times to inspect any and all such work.

C. Notwithstanding its right of review and inspection, the City shall in no way be deemed responsible for any such Work, or the failure of such Work to be completed in accordance with approved plans and specifications, or any applicable laws, codes, statutes, rules or regulations. Any Work performed in connection with Improvements to the Premises at the direction of Atlantic, even though performed by contractors, subcontractors or others of any and all tiers working through them, shall be the responsibility of Atlantic. All Work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the Commissioner, and any applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations and those requirements set forth in Articles VII and VIII hereof.

D. Notwithstanding subsection (B), Atlantic shall be excused from, and shall not be in default with respect to, the construction of any Improvement (including any portion of the Development Plan), and Atlantic's corresponding timelines, deadlines, and

obligations (including for purposes of Section 3.02 and Section 12.01) shall be proportionally extended on a day-for-day basis, to the extent that Atlantic, working diligently and in good faith, is unable to construct such Improvement as a result of:

- (i) the failure of the City, the Commissioner, the FAA, or any other governmental entity or authority with oversight over the Airport or the Premises to issue or deliver any permit, license, approval, or consent needed for the construction of such Improvement, through no fault, delay, action, or inaction of Atlantic;
- (ii) any delay in the City's or the Commissioner's review or approval of plans and specifications beyond the time periods contemplated by this Section 5.01;
- (iii) any government action that materially alters the size, purpose, or location of any Improvement other than as contemplated by this Agreement; or
- (iv) any FAA action, order, rule, regulation, or directive that materially impacts aircraft traffic, traffic flow, or traffic volume at the Airport in a manner that adversely affects the construction, design, or commercial viability of such Improvement.

Atlantic shall use commercially reasonable efforts to minimize the delay and adverse effects of any such circumstance. For so long as any circumstance described in clauses (i) through (iv) continues, Atlantic shall be excused from constructing those portions of the Improvements adversely affected, and no such excused delay or non-performance shall constitute an Event of Default or impair Atlantic's eligibility for any extension of the Term.

Section 5.02 - Title to Improvements.

(a) **Ownership During Term.** Atlantic shall be deemed the owner of all Improvements and alterations constructed or placed upon the Premises by Atlantic during the construction period and throughout the Term and any extension thereof, and shall be entitled to all depreciation, tax, insurance, and similar benefits and incidents of ownership. The existing Improvements on the Premises as of the Effective Date are the property of the City.

(b) **Reversion.** Upon the expiration of the Term or the earlier termination of this Agreement for any reason, all Improvements and alterations constructed or placed upon the Premises by Atlantic, title to which has not previously vested in the City, shall become the absolute property of the City, free and clear of all liens, mortgages, and other encumbrances, and the City shall have every right, title, and interest therein. Upon the City's request, Atlantic shall deliver a bill of sale or other evidence of transfer, together with evidence reasonably satisfactory to the City that such Improvements are free from liens, mortgages, and encumbrances. Atlantic shall surrender all Improvements in good condition and repair, ordinary wear and tear excepted, and in compliance with applicable law.

(c) **Continuing Insurance and Casualty Protection.** Notwithstanding the vesting of title in the City under subsection (b), the insurance and casualty provisions of this Agreement

shall continue to operate for Atlantic's benefit with respect to any casualty, damage, or destruction occurring prior to the expiration or termination of this Agreement. All proceeds of property or builder's risk insurance maintained by Atlantic shall be applied first to the repair, replacement, or rebuilding of the damaged Improvements, and any proceeds in excess of the cost of such repair, replacement, or rebuilding shall be remitted to Atlantic. The reversion of title to the City shall not entitle the City to any insurance proceeds attributable to a casualty occurring during the Term except to the extent required to fund the repair, replacement, or rebuilding of the affected Improvements, and Atlantic shall retain the right to recover business interruption proceeds and the unamortized value of its interest in the Improvements as otherwise provided in this Agreement.

Section 5.03 - City-funded Improvements. In addition to Atlantic's obligations under the Development Plan, which shall be at Atlantic's cost, from time to time the Commissioner may delegate in writing to Atlantic the responsibility for undertaking additional City-funded Improvements or demolitions to the Premises and agree to reimburse Atlantic for costs incurred in connection therewith. Eligible costs are actual, reasonable costs of labor and materials involved in performing the Work and actual, reasonable architectural, engineering, and consulting fees, and no others. Atlantic must publicly advertise the Work associated with any such Improvements and comply with the then-current City requirements for participation by City residents and Minority and Women's Business Enterprises. Atlantic must complete all such Improvements to the reasonable satisfaction of Commissioner and submit all invoices, sworn statements, lien waivers and any other appropriate documentation requested by the Commissioner to verify the costs paid in good faith by Atlantic with respect thereto. The Commissioner shall have the right to approve the reasonableness, allocability and allowability of those costs which are to be reimbursed, such approval not to be unreasonably withheld or delayed.

Section 5.04 - Atlantic Improvements. Atlantic must design, construct, and operate the Improvements on the Premises set forth in the Development Plan, attached hereto as Ex. E, on the schedule set forth in the Development Plan. The Development Plan may be revised from time to time upon written agreement of the parties without need for amendment to this Agreement. Atlantic's minimum capital investment in the Improvements will total at least 95% of the Capital Investment Commitment set forth in the Development Plan, as amended. Any Development Plan schedule, milestone, completion date, capital investment requirement, or other obligation shall be deemed adjusted to reflect any delay, extension, suspension, modification, reduction, or other relief permitted under this Agreement, and any resulting noncompliance shall not constitute a default or impair Atlantic's renewal rights.

Section 5.05 - Liens Prohibited. Atlantic shall keep the Premises free and clear of any and all liens in any way arising out of the construction of Improvements, or use of the Premises by Atlantic; provided, however, Atlantic may in good faith contest the validity of any lien, provided such contest does not impair the City's rights with respect to the Premises. City's rights to the Premises and the Airport are and always shall be

paramount to the interests of Atlantic in the Premises. Nothing in this Agreement empowers Atlantic to commit or engage in any act which can, shall, or may encumber the rights of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of Atlantic under any bankruptcy, insolvency, or reorganization proceedings.

Section 5.06 - Maintenance and Repair. Atlantic shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Premises and shall keep such Premises clean and free from all debris. Atlantic shall at all times:

A. Keep the Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;

B. Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting; such repairs, replacements, and painting by Atlantic shall be of a quality not inferior to the standards set forth in any rules and regulations adopted by City for the Airport;

C. Control all of its vehicular traffic on the Airport and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;

D. Remove all snow from all ramps, hangar taxiways and paved areas on the Premises.

E. Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials at properly permitted facilities.

F. Maintain pavement areas in good operating condition sufficient to support all types of aircraft that Atlantic services. Notwithstanding the foregoing, any required or deferred pavement maintenance requested by the Airport shall be performed by Atlantic only upon final completion of the taxiway renovation underway at the Airport during 2026 and 2027, which renovation requires the installation and use of a temporary taxiway that limits the existing ramp and pavement capacity within Atlantic's leasehold.

If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Atlantic requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Atlantic shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations prior to Atlantic's performance of any such maintenance, repair, replacement or painting.

Section 5.07 - Repairs Necessitated by Casualty.

A. In the event any Improvement from time to time upon the Premises shall be damaged or destroyed, in whole or in part, (regardless of the cause therefor) Atlantic

covenants and agrees that Atlantic, at its own expense (notwithstanding insufficiency of insurance proceeds), shall repair, restore or rebuild any such building or other improvement so damaged, injured or partially destroyed, or erect, finish and complete such replacement Improvements on the Premises, or will have an alternative proposed repairs plan approved by the Commissioner. Any such repair, restoration, or rebuilding or construction of a new building is herein sometimes referred to as a "Restoration."

B. Insurance proceeds shall be made available for Restoration on the terms and conditions set forth in this Section. In the event that the Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, Atlantic, after consultation with City, and subject to the limitations set forth in this Section, shall repair, reconstruct or restore the damaged or destroyed Premises to (i) substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Atlantic; provided, however, that in the event that the damage, and the insurance proceeds therefor, are less than \$100,000, Atlantic may effect such repairs, reconstruction or restoration as Atlantic may deem reasonably necessary. The City and Atlantic may agree to apply insurance proceeds to the payment of Special Facility Revenue Bonds issued by the City for the benefit of Atlantic. Atlantic acknowledges that such a bond issuance will require concurrence of the City Comptroller and action by the City Council, which concurrence and action may be withheld in the Comptroller's and City Council's respective sole and absolute discretion.

C. Atlantic shall provide prompt written notice to the City of any event that may require a Restoration. Within sixty (60) days of the date of such notice, Atlantic shall provide to the City plans and specifications for such Restoration, which plans and specifications are subject to City review and approval. Upon approval of such plans and specifications, Atlantic shall immediately proceed to diligently perform the Restoration and complete such Restoration in a timely manner. In the event that Atlantic fails to diligently perform the Restoration or complete the Restoration in a timely manner, the City may exercise its rights under Section 13.06 of this Agreement.

D. Prior to making any Restoration of more than \$100,000, Atlantic shall in good faith estimate the cost of the Restoration and furnish City supporting estimates by a reputable, experienced architect, engineer and contractor qualified to make such estimate.

E. Without limiting any of the other terms hereof, it is expressly understood and agreed that, except and to the extent provided herein, no loss or partial destruction of or damage to the Premises or the buildings or other improvements from whatsoever cause, shall operate to terminate this Agreement or to relieve or discharge Atlantic from its liability to pay the full Rent and additional charges payable under this Lease, or to relieve Atlantic from any of its other obligations under this Agreement. Except and to the extent provided herein, Atlantic waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof, or to obtain any suspension, diminution, abandonment or

reduction of Rent, on account of any such loss, damage or destruction to the buildings or any other property at the Premises.

F. Any insurance proceeds greater than \$100,000.00 shall be made payable to both City and Atlantic. If Atlantic does not commence a Restoration promptly upon City approval of the plans and specifications for such Restoration, or if the Agreement expires or terminates at any time for any reason prior to application of all insurance proceeds, then all insurance proceeds shall be applied first to any required Restoration and the balance allocated between the parties as their interests appear under Section 5.02(c).

Section 5.08 - Inspection. City shall have the right to inspect the Premises and direct Atlantic to make ordinary repairs. City shall provide reasonable notice prior to such inspection, unless in an emergency situation, and shall notify Atlantic's representative on the Premises at the beginning of any such inspection.

Section 5.09 - Signs. Any signs installed by Atlantic on the Premises shall be limited to those which advertise the Atlantic brand and the aircraft support services provided by Atlantic, except with the permission of the Commissioner. The number, general type, size, design, and location of such signs shall be subject to the prior written approval of the Commissioner.

Section 5.10 - Non-Interference with Airport Operations. The Work and the operations of Atlantic and its officials, agents, employees, contractors, guests, patrons, and invitees on the Premises shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Atlantic is not in compliance with this Section, at the written request of the Commissioner, Atlantic shall immediately conform the demeanor or conduct of Atlantic or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

Section 5.11 - Access by City. Upon the giving of reasonable notice, which may in certain circumstances determined at the City's sole discretion be only by oral notice, Atlantic shall allow City, its officers, agents or employees, free access to the Premises for the purposes of examining them to ascertain if Atlantic is performing its obligations under this Agreement, and for conducting such other activities deemed reasonably necessary by the City. Upon request of the City, Atlantic shall remove or relocate any derelict, abandoned or nuisance aircraft or vehicles on the Premises if the Commissioner reasonably determines that such removal or relocation is necessary with respect to airport operations, safety, or maintenance of the Airport. Atlantic shall use its best efforts to perform such removal or relocation, if permitted by applicable law, within ten (10) days of notice from the City, except in emergency situations or those impacting health, safety or security, in which case the City may require a shorter compliance period, in the reasonable discretion of the Commissioner. In connection with such removal activities, the City authorizes Atlantic to act as the City's expressly designated agent for the physical relocation only under the Chicago Municipal Code, including, to

the extent applicable, § 9-92-030 and § 10-36-250, and 625 ILCS 5-4-201 or such other authority available to the City.

Section 5.12 - Runway Development Contribution. On the 5th anniversary of the Effective Date of this Agreement, Atlantic shall pay to the City the amount of \$7.5 million as its contribution toward the Midway Airport Runway Development Project, which is intended to improve the EMAS infrastructure on Midway's runway system. The manner of payment of the Runway Development Contribution shall be provided to Atlantic by the City no later than 90 days prior to the 5th anniversary of the Effective Date of this Agreement. If the City has not commenced the procurement for, or physical construction of, the Runway Development Project by the date any payment would otherwise be due, the due date for such payment shall be deferred until ninety (90) days after the City commences such procurement or construction. If the City elects not to proceed with the Runway Development Project on or before the expiration of the Term, Atlantic's Runway Development Contribution obligation shall terminate automatically. The Runway Development Contribution shall be used solely for airport aeronautical purposes in accordance with applicable federal law and FAA grant assurances, shall not be considered Rent, and shall not be subject to offset against other amounts owed by Atlantic. Any payment previously paid shall be credited against Atlantic's then-current Rent or refunded at the City's election if the City elects not to proceed after receiving such payment.

ARTICLE VI - MAINTENANCE AND OPERATION OF AIRPORT

Section 6.01 – City's Obligations. City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, the runway and the taxiway, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Premises but located outside the Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from the runway and taxiway, connections therefrom, and roadways.

Section 6.02 – Atlantic's Remedy. In the event that the City fails to cure any failure in its performance of its obligations under Section 6.01 within a reasonable period, and provided that the Airport is not closed at the direction of the City or any other governmental authority or agency as addressed in Section 12.01 hereof, Atlantic's sole and exclusive remedy is to terminate this Agreement by providing notice to the City pursuant to the terms of Article XIV hereof.

ARTICLE VII - ADDITIONAL OBLIGATIONS OF ATLANTIC

Section 7.01 - Taxes. Atlantic shall pay such taxes or special assessments, if any, which may be levied or assessed upon Atlantic's interest in the Premises. Atlantic shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Atlantic from contesting such

charge or tax, including those taxes or charges enacted or promulgated by City.

Section 7.02 - Utilities. Atlantic shall be responsible for payment of all costs of utilities for the Premises, including, but not limited to, electricity and telephone service.

Section 7.03 - Permits, Licenses. Atlantic shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Premises, any business conducted thereon, or any Work performed thereon.

Section 7.04 - Compliance with All Laws. Atlantic shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Atlantic may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Atlantic and does not jeopardize the health or safety of persons at the Airport or Airport operations.

Section 7.05 - Compliance with City/State Requirements. Atlantic agrees to execute such certificates as may be necessary to comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below.

A. **Economic Disclosure Statement and Affidavit ("EDS").** Atlantic has executed an EDS(s), in compliance with 720 ILCS 5/33E-3, 4 and 11(B), as amended; 65 ILCS 5/11-42.1-1; Chapters 2-56, 2-154, and 2-156 of the Municipal Code; and such other statutes, ordinances, regulations and executive orders as may be in effect from time to time. Atlantic shall provide updated EDS(s) in the event of any change in circumstance which renders the EDS on file with the City inaccurate or obsolete.

B. **Anti-Scofflaw.** In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Agreement or permitted at law or in equity, City shall be entitled to set off a portion of any amounts due Atlantic by City under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Atlantic to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and "debt" means a specified sum of money owed to City for which the period granted for payment has expired.

Notwithstanding the provisions of the immediately preceding paragraph, no such debt(s) or outstanding parking violation complaints shall be offset from any amounts due Atlantic from City under this Agreement if one or more of the following conditions are met:

1. Atlantic has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Atlantic is in compliance with the agreement; or
2. Atlantic is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
3. Atlantic has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

C. Ethics. Atlantic shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

D. MacBride Principles. City, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland. If Atlantic conducts any business operations in Northern Ireland, it is hereby required that Atlantic shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

E. Inspector General and Legislative Inspector General. It shall be the duty of Atlantic and all officers, directors, agents, partners, and employees of Atlantic to cooperate with the Inspector General and Legislative Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55 of the Code, respectively. Atlantic understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Code.

F. Americans with Disabilities Act. Any and all design and construction of Improvements shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110, and the Illinois Information Technology Accessibility Act, Public Act 095-0307, and its regulations (further details regarding the ITAA standards are currently available

at <http://www.dhs.state.il.us/page.aspx?item=32765>).

If the above standards are inconsistent, Atlantic must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Atlantic must, prior to construction, review the plans and specifications to insure compliance with these standards. If Atlantic fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Atlantic to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

G. Conflicts of Interest. Atlantic represents and warrants that no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement has any personal interest, direct or indirect, in this Agreement, or in Atlantic. Atlantic further covenants that (i) no member of the governing body of the City and no officer, employee or agent of the City or other unit of government exercising any functions or responsibilities in connection with this Agreement shall acquire any personal, financial or economic interest, direct or indirect, in Atlantic or this Agreement, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this Lease or any financial benefit to arise from it.

H. Shakman Accord.

1. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Atlantic is aware that City policy prohibits City employees from directing any individual to apply for a position with tenants, either as an employee or as a subcontractor, and from directing tenants to hire an individual as an employee or as a subcontractor. Accordingly, Atlantic must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Atlantic under this Agreement are employees or subcontractors of Atlantic, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Atlantic.
3. Atlantic will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the Agreement, or

offer employment to any individual to provide services under the Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this policy, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4. In the event of any communication to Atlantic by a City employee or City official in violation of paragraph (2) above, or advocating a violation of paragraph (3) above, Atlantic will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Chicago Department of Aviation.

I. Mayoral Contributions; Executive Order 2011-4.

1. Atlantic agrees that it, and any person or entity who directly or indirectly has an ownership or beneficial interest in it of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, its Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Atlantic and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Atlantic, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Atlantic and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Atlantic 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 Atlantic or the date the Atlantic approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

3. Atlantic agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or

solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

4. Atlantic 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.

5. Atlantic 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 Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Atlantic violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement, the Commissioner may rescind this Agreement.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

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

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

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

- (a) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (b) neither party is married; and
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (e) two of the following four conditions exist for the partners:
 - (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;
- d. a lease for a residence identifying both domestic partners as tenants.

(iv) Each partner identifies the other partner as a primary beneficiary in a will.
"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

J. Confidentiality of Airport Security Data

Atlantic acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Atlantic in connection with this Contract. Atlantic has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All subcontracts or purchase orders entered into by Atlantic with parties providing material, labor or services to complete the work must contain the language of this section. If Atlantic fails to incorporate the required language in all subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

K. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Municipal Code of Chicago).

Atlantic agrees that it is required to comply with Section 2-92-385 of the Municipal Code of Chicago despite whether any reasonable argument may exist that Atlantic is not required to comply with Section 2-92-385 of the Municipal Code of Chicago.

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief

Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed,
- (2) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

L. Duty to Report Corrupt or Unlawful Activity.

Pursuant to MCC 2-156-018, it is the duty of Atlantic to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2), or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

M. Equal Pay Act.

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et. seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

Section 7.06 - Non-discrimination.

A. Federal Requirements. It shall be an unlawful employment practice for Atlantic (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, disability, or national origin; or (2) to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, disability, or national origin.

In all its activities within the scope of its airport program, Atlantic agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, below, to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Atlantic transfers its obligations to another, the transferee is obligated in the same manner as Atlantic.

The above provision obligates Atlantic for the period during which the property is owned, used, or possessed by Atlantic and the airport remains obligated to the FAA.

For purposes of this Section 7.06.A, the word "Acts" refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the word "Regulations" refers to 49 CFR Part 21 and 28 CFR 50.3.

1. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Atlantic, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 7.06.A.1 and 7.06.A.2 as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 200d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, and national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability);
- 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et

- seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended (49 U.S.C. § 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.) (prohibits discrimination because of sex in education programs or activities).

2. Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Contractor agrees as follows:

a. Compliance with Regulations: The Contractor (hereinafter including consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails to furnish the information, the Contractor will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding any payments due to the Contractor under this Agreement until the Contractor complies; and/or (ii) cancelling, terminating or suspending this Agreement, in whole or in part.

f. Incorporation of Provisions: Contractor will include the provisions of paragraphs 7.06.A.2.a through 7.06.A.2.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. State Requirements. Atlantic shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Contractor must additionally comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq.; and all other applicable State laws, rules, regulations, and executive orders.

C. City Requirements. Atlantic shall comply with the Chicago Human Rights Ordinance, Chapter 6-10 of the Municipal Code, as amended, and all other applicable municipal code provisions, rules, regulations, and executive orders. Further, Atlantic shall furnish and shall cause each of its contractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Contractor and Subcontractor Responsibilities. Atlantic agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this

Agreement.

E. Atlantic and Subcontractor Responsibilities. Atlantic agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Agreement.

Section 7.07 - Affirmative Action Program and MBE/WBE Requirements. Atlantic assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Atlantic assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Atlantic assures that it will require that its covered suborganizations provide assurances to Atlantic that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, Atlantic also agrees to coordinate with the City's Department of Procurement Services so as to comply with the then current City requirements for participation of Minority Business Enterprises and Women's Business Enterprises on construction or demolition of any Improvements.

ARTICLE VIII - AIRPORT MATTERS

Section 8.01 - Airport Rules and Regulations. Atlantic shall observe and obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport rules and regulations must be neither (i) inconsistent with the exercise by Atlantic of any right or privilege granted to it hereunder or under any other agreement between Atlantic and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Atlantic unless it has been given fifteen (15) days prior written notice of the adoption thereof.

Section 8.02 - Other Legal Requirements. Atlantic shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the FAA and the TSA, which shall include, but not be limited to, the following:

A. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the grant to Atlantic of an exclusive right to use Airport facilities or to provide aeronautical

services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

B. Subordination of Agreement. Atlantic covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport. Atlantic further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

C. Non-discrimination in the Use of the Premises. This Agreement involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Atlantic, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Atlantic shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination-covenants by Atlantic, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been executed.

D. Non-Discrimination in Furnishing Services. Atlantic agrees that it shall provide its services and products promptly, efficiently and adequately to meet all reasonable demands therefor, all on a fair and non-discriminatory basis to all users thereof, at charges which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates or other similar types of price reductions may be made to volume purchasers.

Section 8.03 - Airport Agreements. Atlantic's use and occupancy of the Premises shall be and remain subject to (i) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other government funds, including, without limitation, grant agreements, and (ii) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, including, without limitation, the Midway Airport Use Agreement and Facilities Lease and any ordinance or indenture, or both, authorizing bond anticipation notes or

bonds or other obligations adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 8.04 - Airport Security Acts. This Agreement is expressly subject to the Airport Security Acts, as amended from time to time, the provisions of which are hereby incorporated by reference, including, without limitation all rules and regulations promulgated thereunder. Atlantic and its employees, contractors, subcontractors, suppliers of materials, or providers of services are subject to such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Acts, Atlantic shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation, the Secretary of the Department of Homeland Security and the City. Atlantic shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those directives guidelines developed by City, the TSA and the FAA with the objective of maximum security enhancement, including without limitation any confidentiality directives and guidelines established by the TSA with respect to information that has been deemed by the TSA to be Security Sensitive Information.

Section 8.05 - Airport Noise Restrictions. Atlantic agrees to abide by any guidelines, rules or regulations for the Airport which result from any Part 150 study or any other restrictions imposed on noise and which are applicable to the use of the Premises as an aircraft maintenance facility or otherwise.

Section 8.06 - Regulating the Airport; Airport Operation. City reserves the right to regulate, police and further develop, improve, reconstruct, modify or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Atlantic, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or in part. Notwithstanding the foregoing, Atlantic shall have the right to terminate this Lease or renegotiate the MAG and other terms and conditions upon written notice to City if any such limitation, discontinuation, or change by City results in a material disruption to Atlantic's business operations at the Airport. This provision shall not be interpreted to grant a right to limit or discontinue means of access to the Premises by Atlantic from outside the Airport from dedicated public streets.

ARTICLE IX - EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Atlantic to pay any tax or inspection fees or to

procure necessary permits or licenses. Nothing herein shall be construed to prevent Atlantic from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Atlantic.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Atlantic to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE X - INSURANCE

Atlantic shall provide and maintain at all times, at Atlantic's own expense during the term of the Agreement and during any period subsequent to the expiration of the Term if Atlantic is required to return to perform Work or perform any activities to comply with any Environmental Law, the types of insurance specified in Exhibit D with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Atlantic, its contractors or subcontractors.

ARTICLE XI - INDEMNIFICATION BY ATLANTIC

Section 11.01 - Indemnity. Atlantic agrees to protect, defend, indemnify, keep, save and hold the City of Chicago, its officers, officials, employees and agents (collectively "**Indemnified Parties**") free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "**Claims**") in connection with or arising directly or indirectly out of the performance or failure to perform hereunder by Atlantic, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision, except for Claims shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence or willful conduct, in which event the Indemnified Parties shall contribute to the payment of damages decreed by judgment, and the actual costs of defense borne by Atlantic not otherwise covered by insurance, to the extent the Indemnified Parties are found liable by such judgment. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence and willful conduct of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 *et seq.* (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 *et seq.* (Structural Work Act), respectively. Atlantic further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all

other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving Atlantic of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with Atlantic's attorneys. Atlantic further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by Atlantic's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

Section 11.02 - Release of City.

A. The City shall not be liable to Atlantic, or to Atlantic's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of Atlantic's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent Atlantic or any of the above described parties is not covered by insurance.

B. The City shall not be liable to Atlantic for damage to property of Atlantic or any loss of revenues to Atlantic resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and then only to the extent Atlantic is not reimbursed by insurance.

C. Notwithstanding any reference herein to Atlantic's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

Section 11.03 - Non-Liability of Public Officials. No official, employee, or agent of City shall be charged personally by Atlantic, or by any assignee or contractor of Atlantic, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of City's execution or attempted execution hereof, or because of any breach hereof.

Section 11.04 - Limitation on City Liability. City, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no

personal liability with respect to any provision of this Agreement or any obligation or liability arising from this Agreement or in connection with this Agreement or the Premises in the event of a breach or default by City of any of its obligations.

Section 11.05 - City Approvals. Nothing herein is intended nor shall it be construed to provide any limitation upon Atlantic's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of Atlantic or document provided by Atlantic, including, but not limited to, plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit Atlantic's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement, provided that the City did not issue Atlantic direction contrary to applicable laws, regulations, and terms and conditions contained in this Agreement. Unless otherwise required by law or as expressly provided otherwise in this Agreement, any City review or approval required by this Agreement is deemed to mean the review or approval of the Commissioner.

Section 11.06 - Survival Beyond Termination of this Agreement. Atlantic's obligations under and Article XI, and elsewhere as specified in this Agreement, shall survive the termination or expiration of this Agreement.

ARTICLE XII - DEFAULT AND TERMINATION

Section 12.01 - Events of Default. Each of the following is an event of default under this Agreement:

A. Atlantic becomes insolvent (as such terms is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefits of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

B. Atlantic files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Atlantic under any chapter of the Code.

C. By order or decree of a court, Atlantic is adjudged a debtor or bankrupt, or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other law or statute of the United States or any state thereof and such order or decree is not stayed or vacated within sixty (60) days of its issuance.

D. A petition under any chapter of the Code or an action under any federal or state insolvency statute is filed against Atlantic and is not dismissed or stayed within sixty (60)

days after being filed.

E. By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Atlantic and such possession or control continues in effect for a period of sixty (60) days.

F. Atlantic becomes a corporation in dissolution.

G. The letting, license, or other interest of or rights of Atlantic hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (E) of this Section 12.01.

H. Atlantic fails to duly and punctually pay any Rent required to be paid hereunder or fails to make payment when due of any other sum required to be paid to City pursuant to this Agreement, for a period of ten (10) business days after written notice specifying such failure and requesting that it be remedied is given to Atlantic by City.

I. Atlantic fails to keep, perform, and observe any promise, covenant, or other provision of this Agreement, other than the obligation to pay Rent, but including compliance with all aspects of the Development Plan then in effect, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Atlantic by City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to City's right to terminate this Agreement if corrective action is instituted by Atlantic within such thirty (30) day period and diligently pursued until the failure is remedied; provided further that no such failure shall constitute an Event of Default to the extent caused by a Force Majeure Event under Section 15.06 or excused under Section 5.01(C), and the applicable cure period shall be tolled for the duration of such event.

J. Any lien is filed against the Premises or any portion thereof resulting from any act or omission of Atlantic, and is not discharged within thirty (30) days, unless Atlantic within the aforesaid thirty (30) days furnishes the City such security as the Commissioner in his discretion determines to be adequate to protect the interests of City.

K. Atlantic ceases using or abandons substantially all of the Premises for a period of ninety (90) consecutive days.

L. Atlantic makes any purported Transfer without the consent of City as set forth in Article XIV.

M. Atlantic fails to maintain its corporate existence, or fails to remain duly qualified to do business in the State of Illinois, or Atlantic dissolves or otherwise disposes of all or

substantially all of its assets, or consolidates with or merges into another corporation; provided, however, that it shall not be an Event of Default if Atlantic consolidates with or merges into an Affiliate; or

N. Atlantic fails to receive authorization to conduct fixed base operations or general aviation functions at the Airport by any governmental entity, or the FAA objects to or disapproves this Agreement; provided that no such failure, objection, or disapproval shall constitute an Event of Default unless the City has given Atlantic written notice and Atlantic has failed to resolve the issue within ninety (90) days (or such longer period as reasonably necessary) using commercially reasonable efforts.

O. Atlantic defaults on any Loan Agreement pertaining to Special Facility Revenue Bonds issued by the City for use and repayment by Atlantic.

Section 12.02 – City’s Remedies.

A. Whenever an Event of Default has occurred and is continuing beyond any applicable cure period, City may, at its option, on thirty (30) days prior written notice to Atlantic of such Event of Default:

1. terminate this Agreement and the licenses and other rights of Atlantic hereunder, without discharging any of Atlantic's obligations hereunder and, at City's further option, exclude Atlantic from the Premises; or

2. without terminating this Agreement, exclude Atlantic from the Premises and attempt to grant such Premises to another party for the account of Atlantic, holding Atlantic liable for all payments due hereunder up to the effective date of such grant and for the excess over the Rent and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Atlantic under this Agreement for the remainder of the term of this Agreement.

B. The remedies set forth in this Article are in addition to all other remedies which are or may be available to City at law or in equity. In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Rent and any other amounts payable by Atlantic hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Atlantic under this Agreement.

C. All rights and remedies hereinbefore given to City and all rights and remedies given to City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive City of any of City's remedies or actions against Atlantic for Rent or for any other sum required to be paid to City pursuant to this Agreement, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for fees or breach of covenant, or the resort to any other remedy herein provided for the recovery of fees be construed as a waiver of the right to obtain possession of the Premises.

Section 12.03 - Removal of Atlantic's Property.

A. The personal property financed with funds other than Special Facility Revenue Bonds or other City funds and placed or installed by Atlantic in the Premises shall remain the property of Atlantic and must be removed on or before the expiration of the Term or the expiration of any extension or renewal thereof at Atlantic's sole risk and expense. Any damage to the Airport, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by Atlantic. In the event of the termination of this Agreement, by default or otherwise, Atlantic shall have thirty (30) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Premises, Atlantic's obligation to pay City Rent and any other sums which may be due the City under the Agreement shall continue.

B. If Atlantic's property is not removed as herein provided, City may, at its option, deem such property abandoned and keep such property or after written notice to Atlantic and at Atlantic's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Atlantic to City, and any balance remaining shall be paid to Atlantic.

Section 12.04 - Condemnation.

A. Any condemnation or taking of such a substantial part of the Premises that renders it unsuitable for the purposes stated herein is a "Total Taking." In the event of a Total Taking, this Agreement shall terminate as of the date of the filing of the petition to condemn. Atlantic shall be entitled to claim from the condemnation award, and to recover to the extent of the award: (i) the unamortized value of the Improvements constructed by Atlantic, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term (including any then-effective extension); (ii) the value of Atlantic's leasehold interest; (iii) Atlantic's relocation costs; and (iv) Atlantic's business interruption damages. The City shall be entitled to the remainder of the award. To the extent any Special Facility Revenue Bonds are then outstanding, Atlantic shall apply its award first to the defeasance of such bonds.

B. In the event of a taking other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect as to the remaining Premises, with Ground Rent and Building Rent reduced proportionately. If the proceeds received are sufficient, Atlantic shall use them to restore the Premises as nearly as possible to their prior condition, character, and utility value or as otherwise agreed; any excess proceeds shall be paid to Atlantic and the City as their interests appear, and if proceeds are insufficient, Atlantic shall not be required to restore in excess of the proceeds available.

Section 12.05 - No Waiver by City. Failure by City to take any action with respect to any default or violation by Atlantic of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 12.06 – City's Right to Perform Atlantic's Obligations.

A. In the event that Atlantic fails to perform any of its obligations under this Agreement, the City may, but is not obligated to, and without waiving or releasing Atlantic from any of its obligations hereunder, make any payment or perform any other act which Atlantic is obligated to make or perform under this Agreement in such manner and to such extent as City may deem desirable; and in so doing city shall also have the right to enter upon the Premises, including any Improvement to the Premises, for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by City, together with interest thereon at the lesser of the then current Default Rate or the highest interest rate permitted by law, shall be deemed additional Rent hereunder and shall be payable to City upon demand as additional Rent. City shall use reasonable efforts to give prior notice, which may be oral, of its performance, if reasonably feasible under the circumstances.

B. The performance of any such obligation by City shall not constitute a waiver of Atlantic's default in failing to perform the same. Inaction of City shall never be considered as a waiver of any right accruing to it pursuant to this Agreement. City, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of Improvements to the Premises or the repair, maintenance or reconstruction of Improvements to the Premises or payment of operating costs thereof, may do so in such amounts and to such persons as City may reasonably deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Atlantic or any other occupant of the Premises or any part thereof, by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof and the obligations of Atlantic under this Lease shall not thereby be affected in any manner. In doing so, however, City shall use reasonable efforts not to interfere with Atlantic's operations.

Section 12.07 - Attorneys' Fees and Expenses. In the event Atlantic defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Rent or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Atlantic herein contained, Atlantic shall, on demand, pay to City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by City as a result of such default.

ARTICLE XIII - TRANSFERS

Section 13.01 – Atlantic's Right to Transfer.

A. **Transfers Generally.** Atlantic covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Premises or any part thereof, or any rights of Atlantic hereunder or any interest of Atlantic in this Agreement, or effect any sale of Atlantic stock that may have the effect of a Transfer, nor will Atlantic allow the use of such Premises hereunder by any other person, except as otherwise provided in Article II of this Agreement, without in each instance having first obtained the prior written consent of City as set forth below. Where the consent of the City may be granted by the Commissioner, the City agrees such consent will not be withheld or delayed unreasonably.

B. **Transfer to an Affiliate.** Transfers of this Agreement, in whole or in part, to an Affiliate of Atlantic are subject to consent of the Commissioner. The Commissioner will not withhold consent to such Transfer provided that: (i) the proposed transferee is in compliance with all of the legal requirements of this Agreement, (ii) the proposed transferee demonstrates to the Commissioner's satisfaction that it is sufficiently financially responsible, experienced and capable to perform those obligations of Atlantic under this Agreement that Atlantic seeks to Transfer, (iii) the proposed transferee assumes all of Atlantic's obligations under this Agreement that Atlantic seeks to Transfer, (iv) in the Commissioner's reasonable opinion, the Transfer will not be reasonably likely to have a material adverse effect upon the Airport; (v) no event of default then exists, and (vi) the transferee executes the City's Economic Disclosure Statement and Affidavit.

C. **City Consent.** Except where the Transfer is to an Affiliate, the consent of the City Council on behalf of City shall be required for any Transfer of (i) all of the Premises, (ii) all rights of Atlantic hereunder, or (iii) all of Atlantic's interest in this Agreement. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this Article or elsewhere in this Agreement shall not in any way be construed to relieve Atlantic from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever. In determining whether or not to consent to a Transfer, which consent shall not be unreasonably withheld, conditioned, or delayed, City will reasonably take into account those factors (i) through (vi) set forth in the immediately preceding paragraph and,

without limitation, the promotion of a competitive environment at the Airport in light of the then-existing circumstances, the proposed use of the Premises by any transferee, the balanced utilization of the Airport facilities, operational considerations relating to the characteristics of the proposed transferee, the financial condition of the proposed transferee, and the impact on City's ability to exercise control over the Airport.

D. **Atlantic's Liability Following Transfer.** Notwithstanding any Transfer, Atlantic shall remain liable for obligations arising prior to the effective date of such Transfer. Upon a Transfer approved in writing by City, Atlantic shall be released from liability for obligations first arising after the effective date of such Transfer, provided the transferee assumes all obligations under this Agreement in writing.

E. **Request for City Consent.** Any and all requests by Atlantic for consent to a Transfer shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of Transfer shall completely disclose any and all considerations made or to be made to Atlantic for said Transfer.

F. **City's Right to Collect from Transferee.** City may collect Rent and other sums due under this Agreement from any assignee, sublessee, or other transferee of Atlantic, and shall apply the amounts collected to the obligations payable under this Agreement. No such collection or application of funds shall, by itself, constitute (i) a waiver of any provision of this Agreement, (ii) acceptance or approval of any Transfer, or (iii) a release of Tenant from its obligations hereunder.

Notwithstanding the foregoing, if City provides its prior written consent to a Transfer and the transferee assumes this Lease in writing, Atlantic then shall be released from liability for obligations first arising after the effective date of such Transfer, except to the extent otherwise expressly agreed by the parties.

If a Transfer requiring City's consent occurs without such consent, City's acceptance of Rent or other sums from the transferee shall not be deemed consent to such Transfer, and Atlantic shall remain liable for all obligations under this Lease.

G. **Transfers Without City Consent Void.** Any Transfer without the written consent of the City as provided for herein shall be void and of no effect.

H. **Evasion.** No Transfer shall be structured or used for the purpose or effect of evading any provision of this Agreement.

Section 13.02 - City Right to Transfer. The City reserves the right to transfer all or any part of its interests hereunder, including but not limited to the assignment of this Agreement in its entirety to a private operator of the Airport.

ARTICLE XIV - NOTICE

Any notices or other communications pertaining to this Agreement shall be in writing

and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three days after deposit in the U.S. mails, or otherwise upon refusal of receipt. All notices or communications intended for Atlantic shall be addressed to:

Atlantic Aviation Flight Support, Inc.
6150 South Laramie Ave. Chicago, Illinois 60638
Attn: General Manager

with a copy to:

Atlantic Aviation Corporation
5525 Granite Parkway, Suite 1700
Plano, TX 75024
Attn: General Counsel

All notices or communications intended for the City shall be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O' Hare International Airport
10510 Zemke Road
Chicago, Illinois 60666

with a copy to:

City Comptroller
City of Chicago
Room 501 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

and with a copy to:

Corporation Counsel
Department of Law
City of Chicago
Room 610
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel – Aviation

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

ARTICLE XV - MISCELLANEOUS

Section 15.01 - Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and

no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 15.02 - Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 15.03 - Amendments. No changes, amendments, modifications, cancellation, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns. Without limiting the foregoing, the Agreement may be revised by agreement of the parties, without need for amendment, to authorize Atlantic or a third party to perform additional Secondary Commercial Support Services that are customary and incidental to the operation of a fixed base operation.

Section 15.04 - No Partnership or Agency. Nothing herein contained as intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Atlantic the general representative or agent of City for any purpose whatsoever.

Section 15.05 - Representatives. City and Atlantic shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Atlantic, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Atlantic's representative shall be designated in a written notice delivered to City. Any party hereto may change its designated representative by notice to the other party.

Section 15.06 - Force Majeure.

A. Neither party shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts of God, war, civil disorder, government restrictions, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions, fire, flood, pandemic, or other events beyond the party's reasonable control ("Force Majeure Event"), except to the extent such failure results from the negligence of that party, provided that the affected party provides prompt notice, reasonably demonstrates how and to what extent the party's performance is materially impacted by the Force Majeure Event, and uses reasonable efforts to resume performance.

B. Notwithstanding any other provision of this Agreement, if a Force Majeure Event, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full closure), materially impairs Atlantic's ability to use the Premises or conduct its operations at the Airport, then

Ground Rent, Building Rent, and any applicable MAG shall be abated or reduced on a proportionate basis to the extent of such impairment for the duration of the event, as provided in Section 4.01(C). The cure period for any non-monetary obligation of Atlantic affected by a Force Majeure Event shall be tolled for the duration of such event, and Atlantic's construction timelines shall be extended as provided in Section 5.01(C). Atlantic shall have the burden of demonstrating how its ability to use the Premises or conduct its operations are materially impacted by any such event.

C. The City shall be under no obligation to supply any service to the extent and during any period that the supply of such service is prohibited or rationed by any law, rule, regulation, requirement, order, or directive.

D. Atlantic shall not be liable for the performance of any obligation if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the FAA, TSA, or other government authority substantially affecting, for a period of at least thirty (30) days, Atlantic's use of the Airport, provided none of the foregoing is due to the fault of Atlantic.

Section 15.07 - Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois. Atlantic hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Atlantic agrees that service of process on Atlantic may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by Atlantic, or by personal delivery on any officer, director, or managing or general agent of Atlantic.

Section 15.08 - Consent to Service of Process and Jurisdiction. All judicial proceedings brought by Atlantic with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, Atlantic accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Atlantic irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Atlantic in the courts of any other jurisdiction.

Section 15.09 - Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of

law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 15.10 - Assigns. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

Section 15.11 - Co-Operation by Parties. The parties hereby agree to use good faith in the performance of this Agreement and to co-operate with each other. City must be expressly identified as a third party beneficiary in any of Atlantic's contracts for construction of Improvements or performance of Primary Commercial Support Services and must be granted a direct right of enforcement thereunder. If this Agreement is terminated for any reason, or if it expires by its own terms, Atlantic shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Atlantic shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Agreement.

ARTICLE XVI — ENVIRONMENTAL PROVISIONS

Section 16.01 - Definitions.

The following definitions will apply to this Article XVI:

(a) "Associated Party(ies)" shall mean Atlantic's employees, contractors, subcontractors, agents, licensees, Sublessees, and vendors in each case only while acting for or under Atlantic's direction or control in connection with Atlantic's use, occupancy, or operations at the Premises pursuant to this Agreement. Associated Parties expressly excludes aircraft owners, aircraft operators, pilots, crew, passengers, invitees, customers, customer contractors, governmental authorities, other airport users, other FBOs, commercial airlines, and other third parties, except to the extent Atlantic directly controls the specific conduct causing the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. For purposes of this Section 7.08, Atlantic shall be responsible for the acts or omissions of Associated Parties where (i) such Associated Parties' acts or omissions occur on the Premises or (ii) such Associated Parties' acts or omissions occur outside of the Premises, but only to the extent that such Associated Parties are acting for or under the direction or control of Atlantic. Atlantic shall not be responsible for the acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees,

governmental authorities, City Parties, other airport users, other FBOs, commercial airlines, or other third parties, except to the extent caused by Atlantic's negligence, willful misconduct, or direct control over the activity giving rise to the applicable obligation or Environmental Claim.

(b) "Initial Environmental Conditions Walk-Through" or "Initial Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City, in consultation with Atlantic, regarding the environmental condition of the Premises and their state of compliance with Environmental Laws during a physical walk-through of the Premises by City and Atlantic at a time mutually agreeable to the parties.

(c) "Concluding Environmental Conditions Walk-Through" or "Concluding Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City regarding the environmental condition of the Premises or any portion thereof and their state of compliance with Environmental Laws and to document their compliance with this Article during a physical walk-through of Atlantic's Premises or any portion thereof by City and Atlantic prior to the date that they are vacated or surrendered.

(d) "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.

(e) "Discharge" shall mean leaking, spilling, pouring, depositing or otherwise Disposing of Hazardous Substances or Other Regulated Material into land, wetlands or Waters, now or in the future.

(f) "Dispose", "Disposal" or "Disposing" and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(g) "Environmental Claim" shall mean any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or

governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law

(h) "Environmental Indemnitees" shall have the meaning set forth in Section 16.08.

(i) "Environmental Law(s)" shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(j) "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

(k) "NPDES" shall mean the National Pollutant Discharge Elimination System.

(l) "Other Regulated Material" shall mean any Waste, Contaminant, or any other material regulated under Environmental Law, not otherwise specifically listed or designated as a Hazardous Substance, that 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, or is a hazard to the environment or to the health or safety of persons.

(m) "Release" or "Released" means, any spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(n) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

(o) "Sublessee" shall include anyone to whom Atlantic leases any of its FBO facilities, including hangars, ramp space, office space, parking, support areas, and other portions of the Premises subject to this Agreement, including but not limited to the Premises, Airfield Area and Apron Area.

(p) "SWPPP" shall mean Storm Water Pollution Prevention Plan.

(q) "Waste" includes 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.

(r) "Waters" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

(s) All other terms used herein shall have the meaning set forth herein.

Section 16.02 - Atlantic Representations, Warranties, and Covenants.

Atlantic represents, warrants, and covenants the following:

(a) Atlantic has obtained and throughout the Term of this Agreement shall obtain, regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term of this Agreement. Atlantic shall require by written contract, where Atlantic has contractual privity and operational control, that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to such Associated Parties' their use of and operations at the Airport.

(b) Atlantic shall comply and direct its Associated Parties that are not under Atlantic's direction or control, and require by written contract where Atlantic has contractual privity and operational control that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the

Airport; provided, however, that nothing in this sentence limits Atlantic's cleanup obligations under this Article for Releases, Discharges, or Disposals occurring within the Premises.

(c) Atlantic shall not conduct its operations at the Airport during the Term of this Agreement so as to cause, unlawfully allow or contribute to, and shall direct its Associated Parties that are not under Atlantic's direction or control, and require by written contract where Atlantic has contractual privity and operational control that its Associated Parties do not cause:

- (i) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;
- (ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Atlantic or its Associated Parties at the Airport;
- (iii) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of City exceeding any terms, conditions or effluent limits of any permit issued to City, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;
- (iv) any Release, Discharge or Disposal to the soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or
- (v) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any Atlantic air permit.

(d) Atlantic shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity to, handle, use, store, Dispose of, transport, or otherwise manage, and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity to handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Agreement in a lawful manner. Without limiting the foregoing, Atlantic shall not conduct and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by City in consultation with Atlantic, in each case only to the extent such de-

icing or anti-icing is performed by Atlantic or its Associated Parties while acting under Atlantic's direction or control. Except to the extent the activity occurs within the Premises, Atlantic shall not be responsible for de-icing or anti-icing performed by customers, aircraft owners or operators, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Atlantic.

(e) Atlantic shall be, shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Atlantic or its Associated Parties, or resulting from Atlantic's use, activities, and operations, at the Airport during the Term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Atlantic shall ensure that either Atlantic or its controlled Associated Party(ies) signs such documents.

(f) Atlantic shall be, and ensure that its controlled Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Atlantic or its Associated Parties on the Premises during the Term of this Agreement. Maintenance frequencies for structural controls shall be established by Atlantic in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Atlantic shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically listed on Exhibit F to this Agreement as the maintenance responsibility of Atlantic. Atlantic shall remove and properly Dispose of any Waste in said designated structural controls maintained by Atlantic prior to vacating the Premises. The structural controls for which Atlantic is responsible for maintaining as of the date of this Agreement are listed on Exhibit F, which list may be modified by agreement of the Parties to reflect construction/ commissioning or demolition/decommissioning of structural controls.

(g) If Atlantic or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the Midway Spill Response Guide, Atlantic shall report such Release, Discharge or Disposal to the appropriate governmental authorities

in compliance with applicable Environmental Law, including the Midway Spill Response Guide. Atlantic shall ensure that its controlled Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

(h) Atlantic acknowledges that City is subject to certain permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Atlantic shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Atlantic has contractual privity conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Atlantic acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable storm water permits and effluent limitation guidelines under Environmental Laws. Atlantic shall minimize the exposure to storm water of materials generated, stored, handled, or used by Atlantic or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and make them available to City upon reasonable request. Atlantic further acknowledges that any effluent limitation guidelines in any storm water discharge permit issued to City and timely provided to Atlantic applicable to the Atlantic are incorporated by reference into this Agreement to the extent affecting Atlantic's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Atlantic's reasonable cooperation to assure City's compliance therewith. City shall provide advance notice to Atlantic of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to City which may affect Atlantic's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Atlantic's reasonable cooperation to assure City's compliance therewith.

(i) Atlantic or its controlled Associated Parties shall cooperate with City, as reasonably requested from time to time by City, to ensure that Atlantic's operations at or use of the Airport will not unreasonably interfere with City's implementation of its Chicago Midway International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

(j) Atlantic, prior to vacating or surrendering any portion of its Premises for any reason, shall:

- (i) remove and Dispose of any and all trash, debris, or Waste generated by Atlantic or its Associated Parties;
- (ii) remove any and all above-ground containers and non-permanent structural controls owned by Atlantic or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located on Atlantic's Premises, unless Atlantic and City agree otherwise; and
- (iii) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Atlantic or its Associated Parties and located on Atlantic's Premises.

(k) Atlantic understands and acknowledges that certain of its and City's future capital projects at the Premises may require review or approval by the FAA, the United States Environmental Protection Agency ("USEPA"), or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or City. If requested by City, Atlantic shall reasonably cooperate with City in its preparation of such submittals as are required of City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Atlantic's future capital projects or in connection with City capital projects at the Premises which benefit Atlantic.

Section 16.03 - Right of Entry to Perform Environmental Inspections and Sampling.

(a) City and its contractors and other agents shall have the full right to enter any part of the Premises, at all reasonable times and in City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Atlantic's operations thereon, or any other party's use and operations, including operations of Atlantic's Associated Parties. City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at City's expense. City shall coordinate with Atlantic and not materially interfere with Atlantic's operations in conducting such activities. City will provide seventy-two (72) hours' advance written notice of any planned City inspection or intrusive City sampling to Atlantic, except in emergencies, when advance notice shall not be required. Atlantic shall have the right to accompany City when any such inspection or sampling is performed, provided that City is not required to unreasonably delay its inspection or sampling to enable Atlantic to be present. Atlantic shall have the right to obtain, at Atlantic's expense, split samples, and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

(b) Atlantic shall cooperate, and shall ensure controlled that its Associated Parties cooperate, in allowing prompt, reasonable access to City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Atlantic or Atlantic's Associated Parties. Atlantic remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

Section 16.04 - Information to be Provided to City.

(a) If Atlantic receives any written notice, citation, order, warning, complaint, claim or demand regarding the Atlantic's use or operations of the Premises during the Term of this Agreement or other property at the Airport used by Atlantic pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

- (i) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Atlantic or by its Associated Parties; or
- (ii) alleging that Atlantic or any of its Associated Parties is the subject of an Environmental Claim or alleging that Atlantic or any Associated Party is, or may be, in violation of any Environmental Laws; or
- (iii) asserting that Atlantic or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Atlantic shall promptly, but not later than five (5) business days after Atlantic's receipt, inform City in writing of same, including a copy of such notice received by Atlantic.

(b) Atlantic shall simultaneously provide to City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (i) Atlantic's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Premises or other property at the Airport used by Atlantic pursuant to this Agreement, or
- (ii) any Release or Discharge arising out of the past or present operations at or use of the Premises or other property at the Airport used by Atlantic or its Associated Parties pursuant to this Agreement.

(c) In connection with any matter arising under this Section, Atlantic shall make available, within ten (10) business days of Atlantic's receipt of City's written

request, subject to document retention requirements provided by applicable law, the non-privileged documents that Atlantic has submitted to any governmental agency pertaining to the environmental compliance status of Atlantic's operations at or use of the Premises or other property at Airport used pursuant to this Agreement by Atlantic, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Atlantic or its Associated Parties at the Premises or other property at the Airport used by Atlantic pursuant to this Agreement.

Section 16.05 - Atlantic's Environmental Response and Compliance Obligations.

(a) Without limiting the indemnity obligations of this Article, if, during the Term of this Agreement, (1) Atlantic or any of its controlled Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the Midway Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Premises or at other property at the Airport used by Atlantic pursuant to this Agreement; or, (2) if any such Release, Discharge, or Disposal of a Hazardous Substance or other Regulated Material occurs within the Premises in connection with Atlantic's operations at the Premises or the activities of its invitees on the Premises; Atlantic shall perform or cause to be performed, consistent with the provisions of this Article, the following:

- (i) notify the Midway Communications Center ("MCC") of such Release, Discharge, or Disposal as required by and in accordance with the Midway Spill Response Guide and applicable Environmental Laws;
- (ii) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;
- (iii) promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;
- (iv) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;

- (v) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and
- (vi) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to City.

Notwithstanding the foregoing, Atlantic's performance of any reporting, response, removal, remediation, corrective action, or cleanup obligation with respect to a Release, Discharge, or Disposal occurring within the Premises shall not waive, release, impair, limit, modify, prejudice, assign, transfer, subrogate, or otherwise affect any right, claim, defense, contribution right, cost-recovery right, reimbursement right, indemnity right, insurance right, contractual right, common law right, statutory right, or other remedy Atlantic has or may have against any person or entity actually or potentially responsible for such Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. Atlantic's performance of any such obligation shall not be deemed an admission of responsibility for purposes of any claim by Atlantic against any such person or entity.

(b) Any remedial or other activity undertaken by Atlantic under this Article shall not be construed to impair Atlantic's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement. No action taken by Atlantic to comply with an immediate reporting, response, or safety obligation shall be deemed an admission of responsibility for any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition.

Section 16.06 - Investigation, Remediation, or Corrective Action Process. Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions required to be performed at the Airport under this Agreement, except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 16.05, Atlantic shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Atlantic's expense to the extent the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition is Atlantic's responsibility under this Article, and City shall have the right to review and inspect all such work at any time using consultants and representatives of City's choice, at City's expense. Specific

cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Atlantic may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Atlantic shall reimburse City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation and otherwise be responsible for such other costs and expenses to the extent the applicable condition is Atlantic's responsibility under this Section. Atlantic shall, to the extent the applicable matter is Atlantic's responsibility under this Article, at Atlantic's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

Section 16.07 - City's Rights to Ensure Atlantic Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by City, Atlantic, or its Associated Parties while acting for or under Atlantic's direction or control:

- (i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under this Article within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or
- (ii) do not perform or complete appropriate reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under this Article within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both subclauses (i) and (ii) above, City must first provide reasonable advance written notice to Atlantic of Atlantic's failure to comply with such obligations and a reasonable opportunity for Atlantic to cure such failure to comply by Atlantic initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged

obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible),

then City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action City reasonably deems necessary to meet Atlantic's obligations under Environmental Laws, within the time required under such Environmental Laws. In addition to notice and opportunity to cure as set forth in Section 16.07(a)(ii) above, City shall provide Atlantic with its plan to perform such work for Atlantic's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by City, except in emergency circumstances where such advance notice is not possible. Such action taken by City consistent with the requirements of this Agreement shall be at Atlantic's expense only to the extent the applicable Release, Discharge, Disposal, violation, or other condition is Atlantic's responsibility under this Article, plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

With respect to Associated Parties that are not acting for or under Atlantic's direction or control, Atlantic's cure obligation shall be limited to directing such Associated Parties to comply with applicable Environmental Laws and applicable Airport requirements; provided, however, that nothing in this sentence limits Atlantic's cleanup obligations under Section 14.5 for Releases, Discharges, or Disposals occurring within the Premises.

(b) Except as set forth elsewhere in this Article, if City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided herein, then City shall provide reasonable advance written notice to Atlantic of its intention to take actions, to the extent of Atlantic's obligations for such actions as provided in this Article, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of this Article. Atlantic shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by City and, as appropriate, shall provide a basis for City's pursuit of any responsible parties consistent with the provisions of this Article. In addition to the above written notice, City shall

provide Atlantic with its plan to perform such actions for Atlantic's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by City, after which the costs of such actions, if implemented by City, shall be charged to Atlantic except to the extent Atlantic establishes by reasonable evidence, which the Commissioner shall not unreasonably reject, that the Release, Discharge, Disposal, or other condition was not caused by Atlantic or its Associated Parties while acting under Atlantic's direction or control.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including sampling data, environmental reports, regulatory records, historical site plans, aerial photographs, product type, chemical composition, location, depth, migration pathway, groundwater flow, prior airport use, prior tenant use, City infrastructure, third-party activity, historical fill, underground or aboveground storage tanks, institutional controls, engineered barriers, or other evidence tending to show that Atlantic or its Associated Parties did not cause the applicable condition.

If City disputes whether Atlantic has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Atlantic. If City and Atlantic cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Atlantic under this Agreement and shall not limit either party's rights against any third party.

(c) In the event any Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the effective date of this Agreement is encountered on any portion of Atlantic's Premises that Atlantic also leased under its prior Lease Agreement immediately preceding this Agreement, Atlantic shall be presumed to be responsible for all costs incurred in connection with such impacts, including investigation, removal, remediation, or other required plan, report, or Response action, unless and to the extent Atlantic provides reasonable evidence to the Commissioner demonstrating that Atlantic and its corporate predecessors (including any corporate predecessor that had possession, control or use of the Premises) are not and were not responsible for the Release, Discharge or Disposal. The Commissioner shall employ reasonable discretion in reviewing and determining such evidence, including any evidence the City may also provide.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including evidence that the condition predates Atlantic's or its corporate predecessor's

possession, control, or use of the affected area; the Hazardous Substance or Other Regulated Material is not of a type used, stored, handled, generated, or released by Atlantic or its corporate predecessors in the affected area; the condition is consistent with historical airport operations, City-owned or City-controlled infrastructure, prior tenant operations, historical fill, underground or aboveground storage tanks not installed or used by Atlantic, capped conditions, institutional controls, engineered barriers, migrating contamination, or other third-party sources; or sampling, chemical fingerprinting, age dating, boring logs, groundwater flow, soil stratigraphy, regulatory files, closure documentation, aerial photographs, historical site plans, construction records, maintenance records, environmental reports, or other environmental records indicate a non-Atlantic source.

If City disputes whether Atlantic has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Atlantic. If City and Atlantic cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Atlantic under this Agreement and shall not limit either party's rights against any third party.

(d) Nothing in this Section is intended or shall be construed so as to prevent City or Atlantic from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

Section 16.08 - Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Atlantic agrees to indemnify, defend, and hold harmless City, its past and present elected and appointed officials, officers, agents and employees ("Environmental Indemnitees"), from and against any and all Environmental Claims to the extent resulting from:

- (i) the breach by Atlantic of any representation or warranty made in this section; or
- (ii) the failure of Atlantic to meet its obligations under this section, whether caused or unlawfully allowed by Atlantic or any third party under Atlantic's direction or control; or
- (iii) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Atlantic or by or

the failure of Atlantic or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Atlantic or its Associated Parties at the Premises or at other property at the Airport used by Atlantic pursuant to this Agreement, during the Term of this Agreement;

- (iv) For clarity, Atlantic shall have no indemnity obligation for Environmental Claims to the extent arising out of or relating to (A) the negligence, willful misconduct, breach, or violation of Environmental Law by any Environmental Indemnitee, (B) any City-owned or City-controlled infrastructure, (C) acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees, governmental authorities, other airport users, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Atlantic occurring outside of the Premises, or (D) any condition not caused by Atlantic or its Associated Parties while acting under Atlantic's direction or control that occurred outside of the Premises.

Notwithstanding the foregoing, Atlantic's indemnity obligations under this Section shall apply only to Environmental Claims arising from matters for which Atlantic is responsible under this Article, and shall be subject to all limitations, exclusions, reimbursement rights, evidentiary rights, expert determination rights, and third-party recovery rights set forth in this Article.

(b) Atlantic's duty to defend applies only to Environmental Claims alleging facts that, if true, would require Atlantic to perform or pay for cleanup, remediation, response, removal, corrective action, or other obligations under this Section. If an Environmental Claim involves both matters for which Atlantic would be responsible and matters for which Atlantic would not be responsible, Atlantic shall be responsible only for reasonable and documented defense costs allocable to the matters for which Atlantic would be responsible. Further, Atlantic's obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Atlantic's and its Associated Parties' proportionate share of the total fault which proximately caused the Environmental Claims as determined by mutual agreement or by a court of competent jurisdiction determines by a final order.

(c) City shall provide Atlantic with prompt notice of any Environmental Claims to allow Atlantic the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Atlantic shall, at its own cost and expense, defend all Environmental Claims for which Atlantic has a defense obligation under this Article whether frivolous or not. If Atlantic fails to defend any Environmental Claims for which it is responsible, after reasonable notice to Atlantic, the City may take such actions as City deems appropriate in its reasonable judgment, including but not limited to investigations, removals, remediation, or corrective actions with respect to any

Environmental Claims, Atlantic shall reimburse City, upon written demand by City, for all reasonable and documented costs that City incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses. If Atlantic performs, pays, reimburses, indemnifies, or defends with respect to any Environmental Claim, Release, Discharge, Disposal, violation of Environmental Law, or other environmental condition that is later determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination under this Section not to be Atlantic's responsibility under this Section, City shall reimburse Atlantic for the reasonable and documented costs incurred by Atlantic for cleanup, remediation, response, removal, corrective action, indemnification, defense, settlement, consultants, contractors, attorneys, experts, regulatory submissions, and related expenses, to the extent not recovered by Atlantic from any actually or potentially responsible third party.

(d) Nothing in this Agreement waives, limits, or impairs Atlantic's rights of contribution, subrogation, reimbursement, indemnity, cost recovery, or other claims against City, any Environmental Indemnitee, or any other person or entity to the extent arising out of or relating to City-caused, Environmental Indemnitee-caused, pre-existing, legacy, historical, migrating, Airport-wide, infrastructure-related, third-party, or non-Atlantic-caused contamination or Environmental Claims.

(e) Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

(f) Any claims for environmental matters shall be subject to this Article and shall not be subject to the General Indemnity provisions elsewhere in this Agreement.

(g) City Reimbursement for Non-Atlantic Matters. Without creating an indemnity obligation of City to Atlantic, City shall reimburse Atlantic for reasonable and documented costs, expenses, losses, liabilities, defense costs, settlements, judgments, fines, penalties, investigation costs, response costs, removal costs, remediation costs, corrective action costs, consultant fees, contractor fees, attorneys' fees, expert fees, regulatory costs, and related expenses incurred by Atlantic to the extent arising out of or relating to any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition that is determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination not to be Atlantic's responsibility under this Section.

Section 16.09 - Limitations. Atlantic's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Atlantic's or its corporate predecessor(s)'s initial occupancy, operations, or use of such area(s) of Release, Discharge or Disposal,

or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Atlantic or its corporate predecessor(s) nor any other party under Atlantic's or its corporate predecessor(s)'s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Atlantic or its corporate predecessor(s) or third parties under Atlantic's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Atlantic or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Atlantic's or its corporate predecessor(s)'s direction or control.

Section 16.10 - Baseline Environmental Site Inspection. Within ninety (90) days of the Effective Date of this Agreement, City shall have the opportunity to perform, at its own expense, a physical walk-through of the Premises regarding the environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. City shall provide Atlantic with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered for which Atlantic bear responsibility under this Article, the relevant provisions of this Article shall apply.

Section 16.11 - Concluding Environmental Site Inspection. At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Atlantic shall provide City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Lease Premises being vacated, and their state of compliance with the requirements of this Article. City shall provide Atlantic with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Atlantic has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Atlantic or anyone operating on its behalf is responsible as required by this Article, or has otherwise failed to comply with the requirements of this Article, City will share its Concluding Walk-Through report and any relevant photographs with Atlantic. Atlantic will remove or correct any items to the extent not in compliance with the requirements of this Article within thirty (30) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Atlantic to perform the corrective actions; provided that, if the corrective action cannot reasonably be completed within thirty (30) days, Atlantic shall have such additional time as is reasonably necessary so long as Atlantic commences corrective action within such thirty (30)-day period and diligently pursues completion. The parties agree that leased facilities and equipment being surrendered or vacated shall be left by Atlantic in a State

of Good Repair. However, tanks, structures and other items and materials owned by Atlantic may revert to City upon agreement of the parties with City accepting such tanks, structures and other items and materials in an "as is, where is" condition.

Section 16.12 - Atlantic Hazardous Substance-Related Equipment and Fixtures. Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Atlantic shall at all times remain the property of Atlantic, and ownership of or responsibility for such equipment shall not pass to City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and the Atlantic. No such equipment shall be installed without the written consent of City. The list of structural controls in Exhibit F shall be amended by agreement of the parties to reflect such installation.

Section 16.13 - Waiver. Any waiver of any provision of this Article, or any delay by City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of City, it being intended that no waiver shall be implied by City's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to City elsewhere in this Agreement, at law, in equity, or otherwise.

Section 16.14 - Notice. With respect to those provisions of this Section which expressly require City to provide written notice to Atlantic, electronic mail to the designated Atlantic representative will satisfy such requirement. The parties' addresses for environmental notices shall be those provided in Article XIV herein.

Section 16.15 - Applicability of Environmental Provisions to Atlantic Use of or Operations at Airport. The provisions of this Article shall apply only to Atlantic's use of and operations at the Airport pursuant to this Agreement. These provisions shall not apply to, amend, supersede, modify, or be incorporated into any other lease, license, permit, construction agreement, service agreement, access agreement, operating agreement, or other contract or agreement between Atlantic and City unless such other agreement is expressly amended in a written instrument signed by both parties.

Section 16.16 - Survival of Environmental Provisions. Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Atlantic, are intended to and shall survive termination of this Agreement solely with respect to obligations and liabilities for which Atlantic is responsible under this Article, and only for so long as the applicable

Environmental Claim, legal obligation, or liability remains outstanding under Environmental Laws.

ARTICLE XVII - AUTHORITY

Section 17.01 - City's Authority. This Agreement is authorized by an Ordinance passed by City of Chicago City Council on _____ (C.J.P. _____). Wherever this Agreement provides that an act is to be taken or performed, or approval or consent is to be given by City, such act may be taken or performed, or approval or consent may be given, by the Commissioner, without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either (i) an extension of the Term (beyond any permitted renewals), (ii) a decrease in the Rent other than such decreases expressly provided for herein, or (iii) expansion of the Premises; provided, however, that non-material changes may be made to the boundaries of the Premises to conform to a survey. The Commissioner may execute an amendment to the Agreement provided that he or she is authorized to take or perform the act, or provide the consent or approval, giving rise to such amendment.

Section 17.02 - Atlantic's Authority. Execution of this Agreement by Atlantic is authorized by corporate resolution, and the Atlantics of each person signing on behalf of Atlantic have been made with complete and full authority to commit Atlantic to all terms and conditions of this Agreement, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

IN WITNESS WHEREOF, City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of City Council of City of Chicago, and Atlantic Aviation Corporation has caused this Agreement to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors.

CITY OF CHICAGO

Brandon Johnson, Mayor

Recommended by:

Michael McMurray
Commissioner of Aviation

ATLANTIC AVIATION FLIGHT SUPPORT, INC.

By:

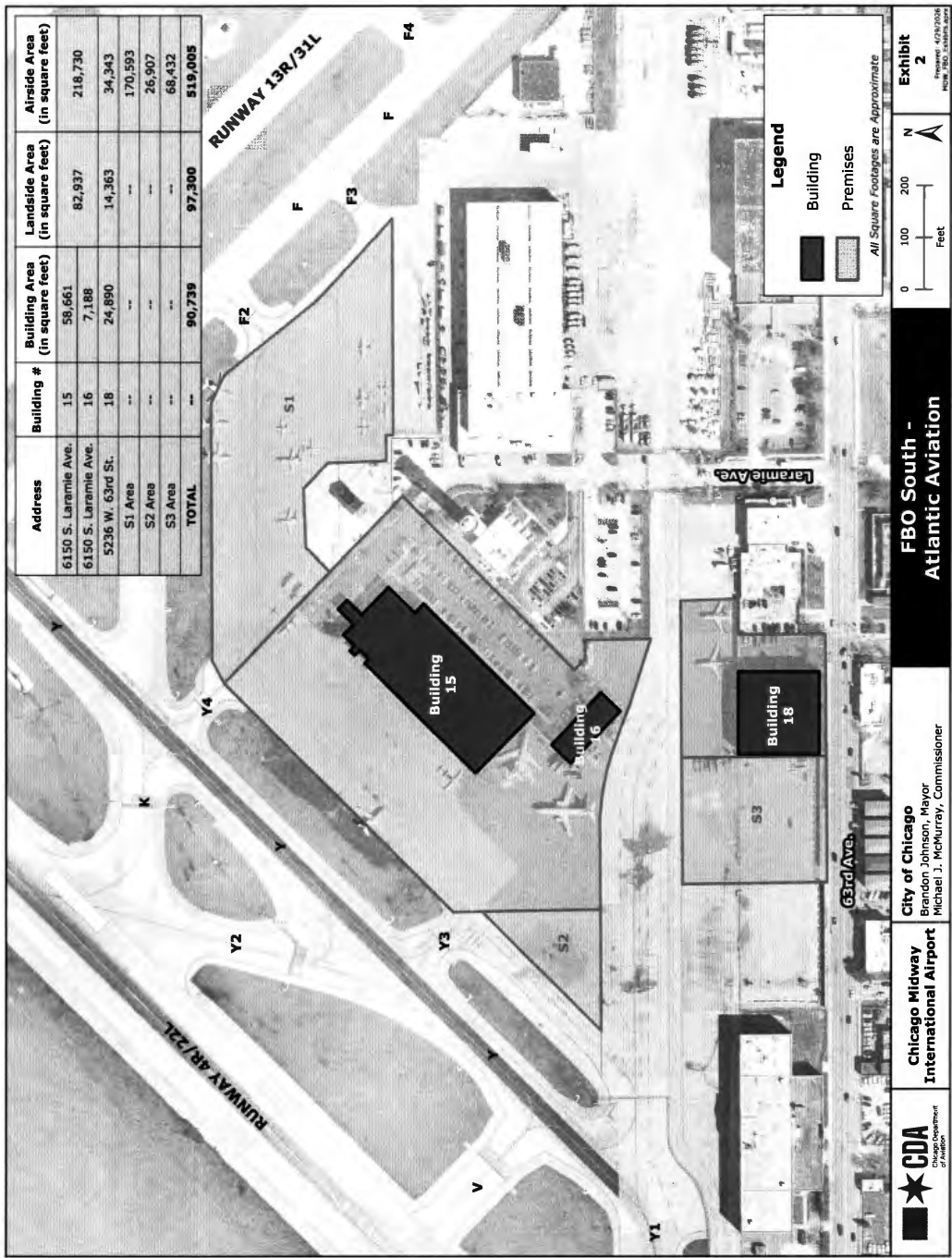
Its: _____

[(Sub)Exhibits "C", "D" and "F" referred to in this Facilities Lease and Use Agreement with Atlantic Aviation Flight Support, Inc. at Chicago Midway International Airport unavailable at time of printing.]

[(Sub)Exhibits "A", "B" and "E" referred to in this Facilities Lease and Use Agreement with Atlantic Aviation Flight Support, Inc. at Chicago Midway International Airport printed on pages 46737 through 46746 of this *Journal*.]

(Sub)Exhibit "A".
(To Facilities Lease And Use Agreement With Atlantic Aviation Flight Support, Inc.
At Chicago Midway International Airport)

Premises.



(Sub)Exhibit "B".

(To Facilities Lease And Use Agreement With Atlantic Aviation Flight Support, Inc.
At Chicago Midway International Airport)

Rent Schedules.

Ground Rent:

616, 305 SF x \$1.30 = \$801,196.50

Building Rent:

94, 409 SF x \$9.75 = \$920, 487.50

Total Premises Rent:

\$1,721,684.25

(Sub)Exhibit "E".

(To Facilities Lease And Use Agreement With Atlantic Aviation Flight Support, Inc.
At Chicago Midway International Airport)

Development Plan.

"Improvements" and "Odyssey Parcel Improvements"

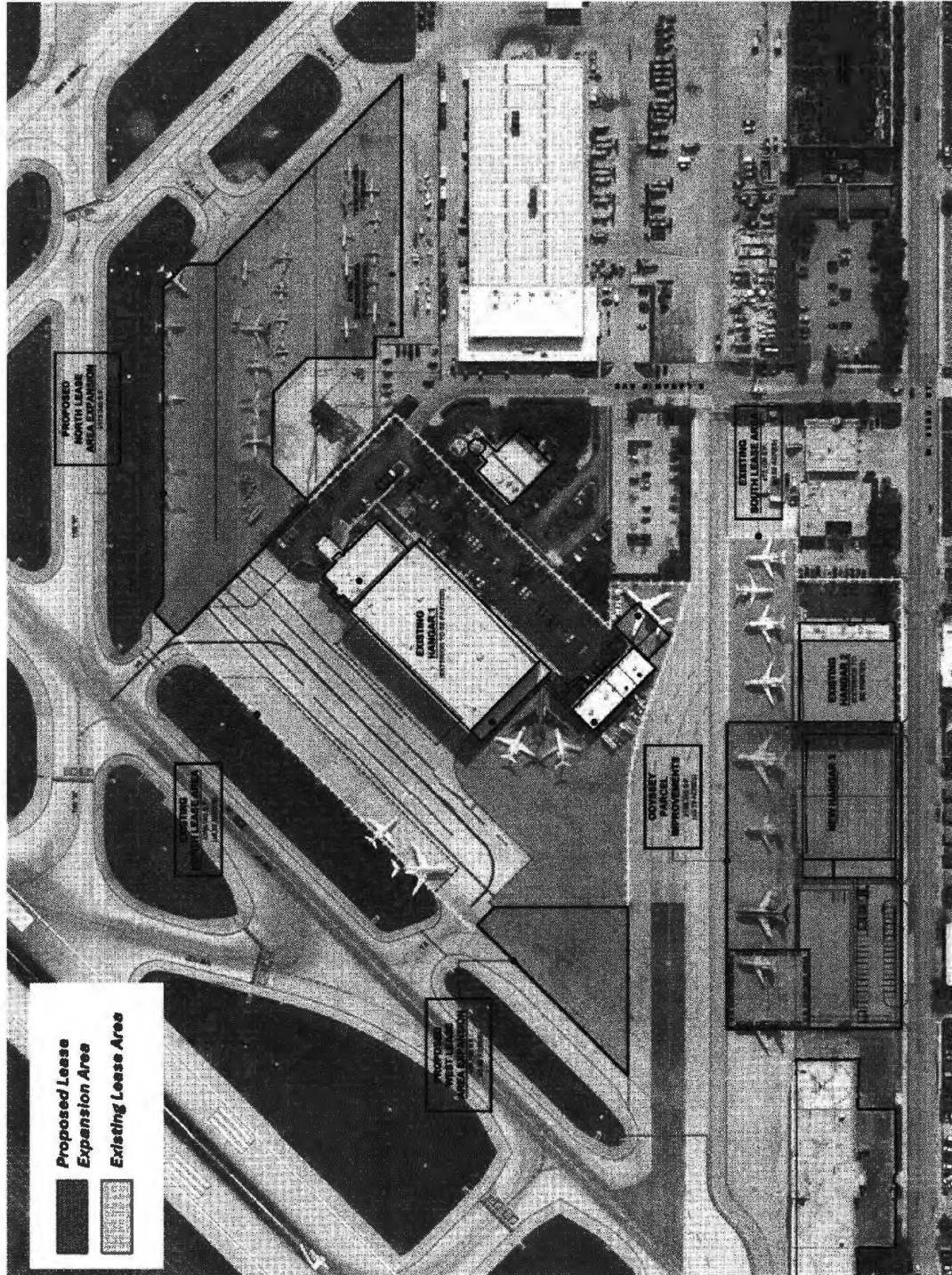
Capital Commitment for "Improvements" and "Odyssey Parcel Improvements": Approx \$60,000,000

"Improvements"

- Installation of New Concrete Ramp
- Refurbishment of Existing Asphalt Ramp (Light GA Ramp)
- FBO Terminal Remodel
- VVIP & Charter Terminal Remodel
- New Ground Support Equipment (GSE) Facility (+/- 5,340 SF including mezzanine)
- Atlantic Workshop Facility Improvements
- Existing Tenant Facility Renovation
- eVTOL Charger Installation

"Odyssey Parcel Improvements"

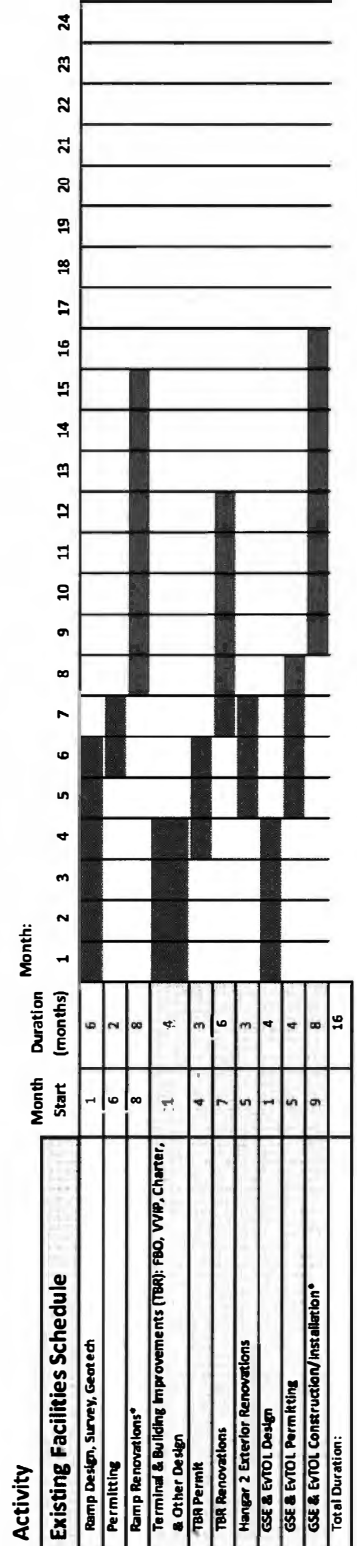
- New Hangar & Office Facility (est. to be +/- 30k SF hangar & +/-3k SF office)
- New Customs & Border Protection (CBP) Facility (+/- 1,500 SF)
- Installation of New Concrete Ramp



"Improvements Schedule"

MDW High Level Schedule

"Improvements"



Ramp Renovations: Tie-down ramp (asphalt mill/overlay), new hardstands (concrete at tie-down ramp), existing terminal ramp (concrete); Hangar 2 ramp (concrete)
 * winter conditions not factored into the schedule and could cause delays depending on weather impacts

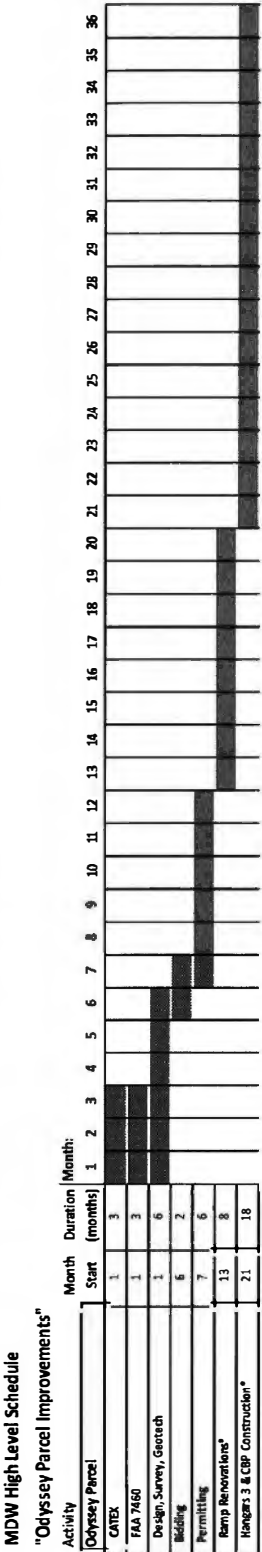
Ramp Plan for "Improvements"



Other Site Location for "Improvements"

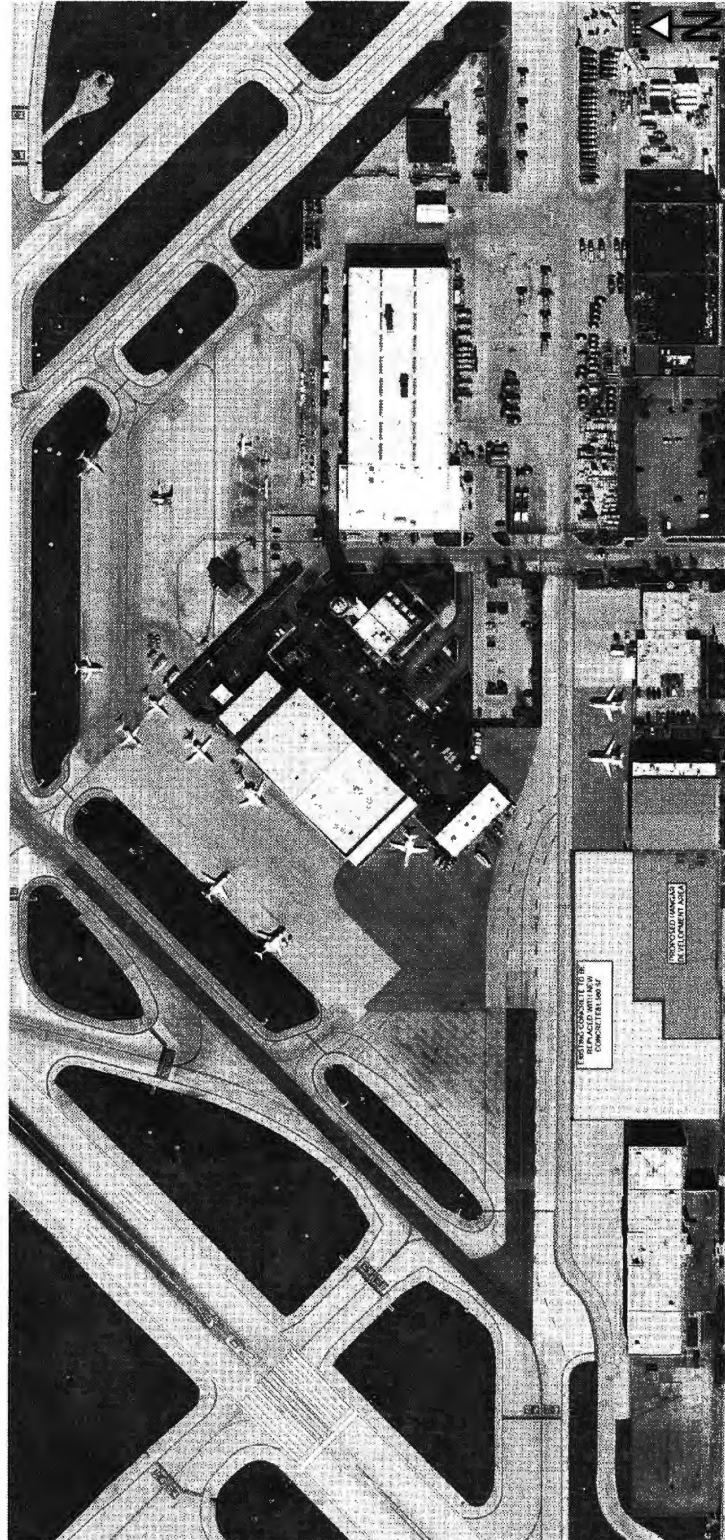


“Odyssey Parcel Improvements Schedule”



Note: The Odyssey Parcel Improvements are subject to CDA release and approval

Ramp Plan for "Odyssey Parcel Improvements"



Other Site Location for "Odyssey Parcel Improvements"



*Exhibit "B".
(To Ordinance)*

*Facilities Lease And Use Agreement With Signature Flight Support LLC At
Chicago Midway International Airport.*

This Facilities Lease and Use Agreement ("**Agreement**") is made and entered into effective as of the ____ day of ____, 2026 ("**Effective Date**"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("**City**") and Signature Flight Support, LLC, a Delaware Limited Liability Corporation ("**Signature**").

RECITALS

WHEREAS, the City owns and, through its Chicago Department of Aviation ("CDA"), operates that certain airport known as Chicago Midway International Airport ("Airport"); and

WHEREAS, the City has the authority to lease premises and facilities and the power to grant rights and privileges with respect to the Airport; and

WHEREAS, Signature has operated as a fixed based operator at the Airport under its current agreement since 2013 -- that certain Facilities Lease and Use Agreement dated November 2013; and

WHEREAS, Signature commits to invest in a comprehensive redevelopment and modernization of its facilities at the Airport pursuant to the development plan proposed by Signature and to be set forth in Exhibit E, as finally approved by the Commissioner in accordance with Article V (the "Development Plan"), which plan shall include a new FBO terminal, a new customer terminal, three new aircraft hangars, a 400,000 square foot infield ramp expansion and ramp repairs, the cost of which improvements is estimated to be at least \$65 million; and

WHEREAS, the City and Signature agree that it is in the best interest of both parties to enter into this Agreement to facilitate the herein described redevelopment program, provide sufficient lease term to allow Signature to amortize its substantial capital investment and establish updated economic and operating provisions for the extended lease term; and

WHEREAS, the City and Signature acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City, and that the City's right to monitor Signature's performance under this Agreement is a valuable right incapable of quantification.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - DEFINITIONS

Section 1.01 - Definitions. The following words, terms, and phrases, shall, for the purposes of this Agreement, have the following meanings:

"Abandonment" or "Abandons" means the cessation of the use of the Premises by Signature in accordance with this Agreement, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

"Affiliate" means any person, organization, legal entity, trust, partnership, corporation, or other form of enterprise that directly or indirectly controls, is controlled by, or is under common control with Signature.

"Agreement" means this Facilities Lease and Use Agreement, as may be hereafter amended or supplemented from time to time in accordance with its terms.

"Airport" means Chicago Midway International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made.

"Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 8.01 hereof.

"Airport Security Acts" means the Aviation and Security Improvement Act of 1990 (P.L. 101-604), as amended, the Aviation and Transportation Security Act of 2001, as amended, and all other federal laws governing security at airports, all as codified at 49 U.S.C. 44901 *et seq.*, including any rules, regulations, and directives promulgated and issued pursuant to them.

"Building Rent" has the meaning set forth in Section 4.01.

"Commissioner" means, for the purposes of this Agreement, the Commissioner of the CDA (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City), or such person as she or he may designate in writing, or any successor to her or his rights and duties.

"Default Rate" means the annual rate of four percent (4%) plus the Prime Rate (hereinafter defined), unless a lesser interest rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of a change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently

announced by Chase Bank or its successors at Chicago, Illinois as its "corporate base rate". A certificate made by an officer of Chase Bank stating the "corporate base rate" in effect on any given day shall, for the purposes hereof, be conclusive evidence of the Prime Rate in effect on such day. In the event Chase Bank ceases to use the term "corporate base rate" in setting the base rate of interest for commercial loans, then the Prime Rate herein shall be determined by reference to the rate used by Chase Bank as a base rate of interest for commercial loans as the same shall be designated by Chase Bank. In the event Chase Bank ceases to exist, then the Prime Rate herein shall be determined by reference to the rate used by a lender qualified to be an Institutional Leasehold Mortgagee in Chicago, Illinois, selected by City, as a base rate of interest for commercial loans, as the same shall be designated by such lender.

"Development Plan" means the comprehensive plan for the development of the Improvements as further described in Section 5.04 to be submitted to the City for approval in accordance with that section, and incorporated into this Agreement as Exhibit E.

"Federal Aviation Administration" (sometimes abbreviated as "FAA") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fuel System" means the Airport fueling system operated by the consortium of airlines serving the Airport known as "MATCO", or any successor thereto.

"Gross Revenues" mean the aggregate amounts of all charges, including but not limited to all facilities/services fees of whatever nature Signature charges its customers for the use of the Premises (including the Improvements and equipment located thereon) and fees for such Primary Commercial Support Services or Secondary Commercial Support Services Signature may perform, and fees that Signature may recover from third parties performing such services on the Premises. Gross Revenues shall not include gross business revenues of subtenants or licensees, taxes, charges by governmental entities that are passed through to customers, insurance proceeds, and credit card surcharges. Gross Revenues shall not include revenues from the sale of fuel on the Premises, to the extent that such fuel sale is subject to the Fuel Flowage Fee described in Article IV.

"Ground Rent" has the meaning set forth in Section 4.0.

"Improvements" mean any structures or other improvements on the Premises, including hangars, aircraft parking apron or ramp, infrastructure, and, except as otherwise provided herein, all fixtures now or hereafter located thereon.

"Landing Fees" have the meaning set forth in Section 4.03.

"Minimum Annual Guarantee" has the meaning set forth in Section 4.0.

"Percentage Rent" has the meaning set forth in Section 4.01.

"Premises" has the meaning set forth in Section 2.01 and Exhibit A.

"Rent" means, unless the context specifically otherwise requires, Ground Rent, Building Rent, Percentage Rent (or Minimum Annual Guarantee, as applicable), and Fuel Flowage Fee. Landing Fees and any other amount which Signature is obligated to pay under this Agreement; including the Capital Investment Commitment and Signature's obligations under the Development Plan, and the Runway Development Contribution shall not constitute Rent.

"Runway Development Contribution" means the \$7.5 million contribution to be made by Signature to the City's Midway Airport Runway Development Project as described in Section 5.12, which for the avoidance of doubt shall exclusively be for aeronautical use associated with the Airport's capital program for redeveloping the general aviation portion of the Airport runway.

"Runway Development Project" means the City's project to improve the EMAS infrastructure on Midway's runway system.

"Sustainable Airport Manual" or "SAM" means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the CDA during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

"Transfer" has the meaning set forth in Section 13.01.

"Transportation Security Administration" (sometimes abbreviated as "TSA") means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

"Work" means the furnishing by Signature of all labor, materials, equipment, and other incidentals necessary or convenient to the successful construction, demolition, or renovation of Improvements made by Signature from time to time, and the carrying out of all the duties and obligations under the terms and conditions of this Agreement.

"Work Liaison" means the person designated by the Commissioner to coordinate activities between Signature and the City.

Section 1.02 - Interpretation. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this

Agreement. The term "including" shall be construed to mean "including, without limitation" Unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement; all section references, unless otherwise expressly indicated, are to sections of this Agreement; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 - Incorporation of Exhibits. The following exhibits attached hereto are incorporated by reference and made a part of this Agreement:

- Exhibit A – Premises
- Exhibit B – Rent Schedules and Security Deposit
- Exhibit C – Requirements for Work
- Exhibit D – Insurance Requirements
- Exhibit E – Development Plan
- Exhibit F – Structural Controls

ARTICLE II - LEASE OF PREMISES

Section 2.01 - Premises. As of the Effective Date, City leases to Signature, and Signature leases from City, the parcels of land ("**Land**") depicted on Exhibit A, together with the Improvements located thereon (the Land and Improvements being collectively referred to as the "**Premises**").

The Improvements shall include all additional structures constructed on the Premises during the term of this Agreement, as described more fully in the Development Plan.

Exhibit A shall be revised from time to time to reflect changes in conditions, including the addition of new Improvements or the removal of existing Improvements, and an accurate reflection of the parameters of the Premises pursuant to any adjustment described herein, by agreement of the parties without need for an amendment to this Agreement.

Section 2.02 - Adjustment of Area of Premises. City reserves the right to re-measure the Premises, or any portion thereof, at any time during the Term of this Agreement

upon the occurrence of any circumstances, including but not limited to the construction or alteration of Improvements and modifications to taxiways, taxi lanes and service roads, that may, in the opinion of the Commissioner, warrant a re-measurement of the Premises. The City shall use reasonable efforts to cause such re-measurement not to materially interfere with Signature's operations. Any change in the square footage of the Premises resulting from such a re-measurement and any corresponding change in Rent resulting therefrom that has not been disputed by Signature within ten (10) days after written notice, shall be indicated on the applicable exhibits hereto without the necessity of an amendment to this Agreement. If Signature disputes the re-measurement, the parties shall refer the matter to a licensed land surveyor; if the difference between the surveyor's determination and the City's measurement is two percent or less, Signature shall bear the cost of the survey, otherwise the City shall bear it. At all times, the square footage of land and buildings then reflected on Exhibit A shall be the basis for assessing Ground Rent and Building Rent.

Section 2.03 - Easements and Rights of Entry.

A. Signature's leasing of the Premises is subject to any and all easements, licenses and other rights of entry with respect to the Premises granted to or vested in any other governmental entities or agencies, such as the FAA or TSA.

B. Signature acknowledges that there may currently exist, and that City may grant in the future, easements and rights of entry on, over and/or under the Premises for the benefit of suppliers and/or owners of utilities that service the Airport, and Signature, to the extent such easements on operations upon such easement do not breach Signature's covenant of quiet enjoyment or materially interfere with Signature's operations, hereby consents to any such easements or rights of entry whether now in existence or granted during the term of this Agreement.

C. The City hereby reserves unto itself and other users of the Airport the rights and easements to those areas of the Premises identified as service roads for ground vehicles and taxiways and taxi lanes for aircraft, as may be necessary for the ground vehicles and aircraft of users of the Airport other than Signature to move on or over the Premises on such service roads and taxiways and taxi lanes. The City further reserves unto itself the right to relocate such service roads and taxiways and taxi lanes from time to time, all at the City's own cost. City shall use all reasonable efforts to minimize the impact of any such relocation upon Signature's operations. If such a relocation renders a portion of the Premises unusable, the City will (i) delete the square footage of that unusable portion from the calculation of Rent for the period that such portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Signature's continued operations, the square footage of which space would be included in the calculation of Rent. For the purposes of calculating Ground Rent, the square footage within such easements for service roads and taxiways and taxi lanes has been and will be excluded from such calculations.

D. The City hereby reserves such rights and such easements as may be necessary to enter onto the Premises for the purpose of conducting any operations related to the function of the Airport without such entering causing or constituting a termination of this Agreement, including, without limitation, the right to do all things necessary to operate and maintain water mains, sewer mains and other utilities that may exist beneath the surface of the Premises and to service any antennas or communications facilities now or hereafter located on the roofs of buildings located on the Premises. (The City shall operate and maintain only its water mains and sewer mains, and assumes no responsibility or liability for the operation or maintenance of any sewer or water laterals within the Premises that are used exclusively by Signature.) The City, its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions.

E. City agrees to use reasonable efforts to not unreasonably interfere, or to cause grantees of easements not to unreasonably interfere, with Signature's use, quiet enjoyment, and possession of the Premises when exercising any of the rights reserved under this Section 2.03.

Section 2.04 - Permitted Uses (Mandatory and Discretionary). Subject to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of aeronautical activities by Signature at the Airport, Signature is hereby granted the use of the Premises for the following purposes:

A. Primary (Mandatory) Commercial Support Services. Signature must perform the following enumerated services at the Airport to support general aircraft operating at the Airport and other Airport users soliciting from Signature any of the services usually supplied by a fixed base operator. Signature shall perform its services in accordance with those minimum standards as may be established by the Commissioner pursuant to FAA Circular No. 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities", as it may be amended from time to time, and such other rules and regulations as may be promulgated by the Commissioner from time to time. Signature shall staff qualified personnel to perform such services on a "24/7" basis unless otherwise determined by the Commissioner in writing.

1. Arrival and departure guidance, supervision of parking of aircraft, ramp assistance and fire guard service for departing aircraft, as required.
2. Transport for passengers, crew and ordinary hand baggage between aircraft and Signature's hangar(s) or public passenger terminals on the Airport.
3. Flight line servicing of aircraft, including the sale and into-plane delivery of aviation fuels, lubricants and other related aviation products.

4. Other aircraft services, such as window cleaning, as requested by the aircraft operators.
5. Customer terminal services, including:
 - a. Assisting aircraft passengers and crew in obtaining local transportation, lodging, and general information on the Chicago area;
 - b. Maintaining means of conveying current weather information; and
 - c. Conveying messages to arriving or departing passengers and crew using Signature's facilities.
6. Making available hangar and aircraft tie-down space and parking space to aircraft owners and/or operators.
7. Leasing or rental of office space to aircraft owners and/or operators for support of their aviation activities at the Airport.
8. Removal of disabled general aviation aircraft from the operational movement areas of the Airport. Signature must have equipment available at the Airport to remove and relocate any type of aircraft that Signature services within 30 minutes (or as soon thereafter as reasonably practicable) of it becoming disabled, other than those involved in an accident requiring investigation by federal authorities.
9. Remediation of any fuel spills or other environmental contamination caused by Signature or any of its customers. Signature must have equipment available at the Airport to commence such remediation for any type of aircraft that Signature services within 30 minutes (or as soon thereafter as reasonably practicable) of the event.
10. If requested by the Commissioner, and subject to the terms and conditions of Section 4.03 hereof, collection of Landing Fees on behalf of the City from any or all users of the Premises and remittance of such landing fees to the City for an administrative fee of not more than ten percent (10%) of the landing fees payable by such users to the City and collected by Signature. The City reserves the right to revoke any authority granted to Signature to collect any landing fees pursuant to this Section 2.04.A.10 at any time upon thirty (30) days written notice to Signature.

B. Secondary (Discretionary) Commercial Support Services. Upon written approval of the Commissioner, Signature may engage in any or all of the following activities, or may, with the approval of the Commissioner, provide space within its Premises for a third party to engage in the following activities:

1. Leasing or rental of aircraft or providing air charter, air freight or flight

management services.

2. Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any related parts or accessories.
3. Repair and maintenance services for aircraft and aircraft engines, their components and accessories, including executive jet aircraft.
4. Providing equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services.
5. Sale of airman materials and supplies, and other aeronautical items.
6. Leasing or rental of desks, storage or any equipment in connection with the conduct of aviation-related activities.
7. Maintenance and repair of ramp vehicles.
8. Associated aviation customer services not otherwise mandated under Section 2.04.A.
9. Advertisements installed with the permission of the Commissioner.
10. At Signature's election, at least one specialized area of airframe, aircraft engine, radio, avionics repair or other specific type of aircraft repair or maintenance service, which specialized area Signature may choose at its discretion, and which service Signature may provide through a subcontractor;
11. Leasing or rental of motor vehicles and associated services.

C. Additional Rights. In addition to the above-described responsibilities and rights, and subject to the approval of the Commissioner, Signature shall have the right to perform and conduct such other activities and operations consistent with the rights, privileges and responsibilities granted to Signature which do not unreasonably interfere or conflict with the rights granted by the City to others on the Airport, but no flight training may be conducted in which student pilots take off or land at the Airport, or use the Airport for any flight activities whatsoever. Any such services provided under this subsection 2.04(C) shall be included as Secondary Commercial Support Services for the purposes of calculating Gross Revenues and Percentage Rent.

D. Rights to Airfield and Other Public Areas of the Airport. The City grants Signature the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxiways, taxi lanes and other aeronautical or navigational facilities, subject to the rules and regulations with respect to the use of such facilities imposed by the City or any other governmental agency. Subject to the terms and conditions of this Agreement, including notice and cure rights and obligations,

This access right may be temporarily revoked in whole or in part, at the discretion of the Commissioner, for failure to comply with this Agreement or with any safety or security requirement.

E. Restrictions on Use. Nothing stated in this Section 2.04 shall permit the conduct by Signature of any business other than the performance of fixed base operator services, and the activities described in this Section 2.04 and those related and incidental thereto.

F. Ground Handling Services. The Commissioner hereby consents to Signature's performance of ground handling services for commercial airlines. In the event that Signature desires to perform any ground handling services through any other entity, Signature shall only do so after obtaining the prior written consent of the Commissioner, such consent to be given or withheld in each case in the sole and absolute discretion of the Commissioner; provided, however, in an emergency situation, oral approval or consent of the Commissioner shall be sufficient. For the purposes of this Agreement, ground handling services include, but are not limited to, the handling of passengers of commercial or retail flights, including those situations in which traffic at the Airport may prevent the handling of such passengers at the terminal. If the Commissioner approves the handling of retail passenger operations on the Premises, Signature shall provide shuttle services to the terminal for such passengers. In no event shall this provision be construed as permitting retail passenger operations by Signature other than the incidental handling of passengers in irregular operation situations. Nothing in this Section 2.04 shall be construed as limiting Signature's right to provide ground handling services to single entity specialty charters, including, but not limited to, sports teams and musical groups, which do not require passenger check-in, baggage, security or other facilities provided at the Airport's commercial passenger terminal.

G. Fuel System. Signature agrees to use the Airport Fuel System for all aviation fuel. Signature shall not at any time during the Term of this Agreement or any extension thereof construct or install any aviation fuel storage facilities on or beneath the Premises without the express prior written consent of the Commissioner, such consent being within the Commissioner's sole and absolute discretion. Signature hereby acknowledges and agrees that Fuel System usage fees that are 125% or less of those fees charged to commercial airline signatories to the Chicago Midway Airport Fuel System Use and Operating Agreement by and between the City and those signatory airlines are reasonable fees.

Section 2.05 - First-Class Operation. The principal purpose of the City in entering into this Agreement is to fulfill the City's obligation to make available to the general aviation users of the Airport the products and services which Signature is required and/or permitted to sell and render hereunder. Signature accordingly agrees to conduct a first-class commercial aviation support and fixed base operation, consisting of the primary support services listed in Section 2.04.A above. Signature agrees to provide and maintain a hangar and office/terminal complex with the facilities, equipment, supplies, materials and personnel necessary to adequately provide the sales and services authorized in this Agreement, including a lounge or waiting room for passengers and

crews, and accessible restrooms, all to be maintained in a first-class, clean and sanitary manner in accordance with Article V of this Agreement.

Section 2.06 - Quiet Enjoyment. Subject to the provisions of this Agreement, City covenants that, so long as Signature is not in default beyond any applicable cure period, Signature, it shall be entitled to and shall have the use and enjoyment of the Premises, and the rights and privileges granted to it hereunder. Signature shall be entitled to lawfully and quietly occupy and enjoy the Premises during the term of this Agreement, provided Signature is not in default of any of its obligations under this Agreement.

Section 2.07 - Ingress and Egress. Subject to Airport Rules and Regulations, Signature shall have the right and privilege (a) of ingress to and egress from the Premises and the public areas of the Airport, for its employees, agents, guests, patrons, subtenants and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and (b) to provide transportation of its employees to, from, and within the Airport. Signature shall not block or otherwise obstruct the common use taxiways, taxilanes or service roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiway, taxilane or service road areas by City or other Airport users.

Section 2.08 - Present Condition of Premises. Subject to those exceptions explicitly set forth in Section 7.08, Signature, by the execution of this Agreement, accepts the Premises "AS IS". Signature shall be responsible for the compliance of the Premises with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, regulations, and orders, including any and all requirements set forth in Section 7.08. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repairs on the Premises. City makes no warranty as to the environmental conditions of the Premises or the airfield. CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR SIGNATURE'S PURPOSES OR NEEDS. CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND SIGNATURE SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENT OR OTHER AMOUNTS PAYABLE TO CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. Signature waives any and all claims against the City regarding the condition of the Premises which may currently exist or which may arise in the future by contract, at common law, in equity, or under statute, now or then currently in effect, including those which relate to environmental conditions on, under, or near the Premises; provided, however, that such waiver does not extend to (i) any Pre-Existing Condition, (ii) Signature's right to contribution from the City as may be provided under any Environmental Law, (iii) fines and penalties for which the City would be liable, and neither Signature nor its predecessors in interest would be liable, under any Environmental Law or (iv) any Environmental Condition for which Signature is not responsible under Section 7.08.

Section 2.09 - Accessibility. City and Signature agree that Signature shall have the

responsibility to ensure that the Premises and the services that Signature provides to its customers are in compliance with the Americans with Disabilities Act and related regulations, as amended from time to time. Signature shall submit its certification of such compliance to the Commissioner within thirty (30) days after written request.

Section 2.10 - Covenant Against Waste. Signature will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

ARTICLE III - TERM

Section 3.01 - Initial Term. The initial term of this Agreement ("Initial Term") commences on the Effective Date and shall expire on the 20th anniversary of that date, for a period of twenty (20) years, unless extended or earlier terminated in accordance with the provisions of this Agreement. The City's early termination of Signature's lease for any parcel shall in no way diminish Signature's obligations under this Agreement that survive expiration or termination of this Agreement.

Section 3.02 - Options to Extend. At the option of Signature and provided that the Initial Term has not already been terminated or been converted to month-to-month for a specific parcel, the Initial Term for the Premises as a whole or a parcel(s) thereof may be extended by for no more than two (2) additional five (5) year periods (the Initial Term and such extension being the "Term", not to extend beyond the 30th anniversary of the Effective Date), provided that, for each extension period:

A. Signature provides the City written notice of its intent to extend the Term for a parcel no less than fifteen (15) months, but not more than twenty-four (24) months, prior to the then current expiration date of the Term for that parcel;

B. Signature has complied with the Development Plan after giving effect to any approved amendments and any relief, excuse, extension, suspension, adjustment, or deferral permitted under this Agreement. Any obligation subject to a good-faith dispute or otherwise excused under this Agreement shall be deemed satisfied unless and until finally determined otherwise; and

C. There is no existing event of default, or any condition with which the giving of notice and/or the passage of time could become an event of default, as of the commencement of the extended Term.

The 15-month notice period in (A) is intended to provide the City time to find a replacement tenant; however, the Commissioner may, in his or her sole and absolute discretion, waive the 15 month requirement and allow Signature to exercise its option to extend. Except as provided in Article IV, Signature's occupancy of the Premises during any extension of the Term shall be on the same terms and conditions as otherwise contained herein. If Signature exercises its option to extend the Initial Term of this Agreement, the word "Term" shall be construed to include the extension. Any holding over by Signature after the expiration of the Term shall be on a month-to-month basis,

which may be terminated by the Commissioner with 30 days written notice.

Section 3.03 - Early Termination. In addition to an early termination due to an uncured event of default, either party may terminate this Agreement with 30 days written notice in the event that Signature is no longer authorized to conduct fixed base operations or general aviation functions at the Airport by any governmental agency (other than the City). Further, Signature and the Commissioner may mutually agree to terminate the lease, or convert to a month-to-month lease, for a specific parcel of the Premises if they determine it to be in the best interests of the parties. In such event, Exhibits A and B will be amended prospectively. If the City terminates this Agreement, or Signature's lease of any parcel, because all or a substantial portion of the Premises is needed for other Airport development purposes, the City shall (i) provide not less than twelve (12) months' prior written notice; (ii) use commercially reasonable efforts to relocate Signature to other suitable Airport premises of comparable size, utility, and revenue potential, available for occupancy before the effective date of termination; and (iii) pay Signature the unamortized costs of the Improvements, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term or any then-effective extension.

ARTICLE IV - RENT

Section 4.01 - Rent. In consideration of this Agreement for lease and use of the Premises, Signature shall pay City sums in such form and amount as set forth below. For the purposes of this Agreement, all such sums are Rent.

A. Ground Rent and Building Rent. Signature shall pay Ground Rent and Building Rent according to the schedule set forth in Exhibit B, attached hereto and incorporated by reference herein. Exhibit B shall be revised from time to time to reflect revisions to Ground Rent and Building Rent rates pursuant to Section 4.02, or to reflect the addition or removal of any building subject to Building Rent, without need for amendment of this Agreement.

B. Percentage Rent. In addition to the Ground Rent and Building Rent, Signature shall pay Percentage Rent consisting of a percentage of gross revenues as follows:

1. Signature shall pay City the following percentages of its Gross Revenues (as defined below): two percent (2%) of the first \$1,000,000 of its Gross Revenues; three percent (3%) of Gross Revenues over \$1,000,000 to \$4,000,000 per year, and four percent (4%) of its Gross Revenues over \$4,000,000 per year. All revenue shall be deemed to be received by Signature at the time such amounts are received by Signature, whether for cash or credit, unless otherwise specifically stated in this Agreement, or subsequently authorized in writing by the Commissioner. Revenues shall further be deemed to be received by Signature if received by any of its contractors, sublessees, agents or wholly-owned or affiliated companies using or occupying space on the Premises and supplying any support services authorized in Article II of this Agreement.

C. **Minimum Annual Guarantee.** The Minimum Annual Guarantee of Percentage Rent pursuant to Section 4.01.B above shall commence on January 1, 2027, and shall be 85% of the Percentage Rent payable by Signature under its 2003 Agreement for calendar year 2025 or 2026, whichever is greater. Commencing on January 1, 2028, and every January 1 thereafter, the Minimum Annual Guarantee for the forthcoming year shall be the greater of: (1) 85% of the Percentage Rent actually payable for the prior calendar year and (2) the Minimum Annual Guarantee for the prior calendar year.

D. **Fuel Flowage Fee.** Signature shall pay a fuel flowage fee of \$0.20 per gallon of all fuel, including but not limited to automotive and aviation gas and jet fuel, sold by Signature at the Airport, or any fuel pumped by Signature on behalf of any person in the event that Signature acts as an into-plane agent for such person, and such person has bought or sold fuel at the Airport, is not in privity with the City, and has not otherwise paid a percentage fee or fuel flowage fee to the City. Commencing on January 1, 2028, and every January 1st thereafter, the fuel flowage fee may increase up to \$0.01 per gallon annually, at the election of the Commissioner. If the Commissioner elects to raise the fuel flowage fee in connection with this Section, the City shall notify Signature within 90 days of the commencement of the increase. This fuel flowage fee shall not apply if Signature serves as an into-plane agent for commercial airlines and charter flights that are non-retail customers of Signature. Aviation gas or jet fuel purchased by Signature for its own consumption or purchased by its parent company or any subsidiary in which Signature's parent company has a minimum 50% ownership shall not be subject to this fuel flowage fee. From time to time, the Commissioner may review the fuel flowage fee at comparable airports to determine whether Signature's Fuel Flowage Fee remains consistent with the prevailing fuel flowage fee in the industry. If the Commissioner finds the Fuel Flowage Fee is not in line with that charged at comparable airports, he may, in his discretion, raise the Fuel Flowage Fee accordingly, with ninety (90) days' notice to Signature.

Section 4.02 - Escalation at Ten Year Intervals.

A. The Ground Rent and Building Rent payable to the City pursuant to Exhibit B shall increase at regular intervals based on a fair market value appraisal, with the first such increase to take effect on January 1, 2033; the second on January 1, 2043; the third on January 1, 2053; and at 10 year intervals thereafter should the Agreement be further extended beyond that time or continue on a month-to-month basis. The amount of such increase shall be determined by the appraised fair market rent for the Land within the Premises, and each Improvement upon the Premises, respectively; fair market rent to be initially determined by City's independent appraiser as the rent that would be paid by an unrelated, willing FBO tenant under the otherwise same terms and conditions as this Agreement, and City shall set forth such determination in a written notice to Signature, which determination shall be provided to Signature no later than 120 days prior to the expiration of the Initial Term. In no event shall the Ground Rent or Building Rent rate increase more than 15% over the previous rate, nor shall they be decreased in connection with this provision, but they may remain the same if supported by the

appraisals described in this Section. The revised rates will be reflected in a revised Exhibit B without need for amendment of this Agreement.

B. In the event that Signature disputes the fair market rent as determined by City, then at any time on or before the date occurring thirty (30) days after Signature has been notified by City of the fair market rent, Signature may give written notice of such dispute to the City, supported by the report of its own independent appraiser as to the fair market rent. If City and Signature are thereafter unable to reach agreement upon the fair market rent, then the parties shall select a mutually acceptable independent MAI appraiser with at least ten (10) years' experience in commercial real estate appraisal of similar properties. The third appraiser shall, within forty-five (45) days of his or her appointment, select one of the two estimates of fair market rent submitted by City and Signature as the one closer to the fair market rent as determined by the third appraiser. The value so selected shall be the fair market rent. The party whose estimate is not chosen by the third appraiser shall pay all costs and expenses of the third appraiser and any experts retained by the third appraiser. Each party shall pay the fees and expenses of the appraiser appointed by or for such party. The time periods in this provision are intended to be approximate guidelines only, and failure of the parties to strictly comply shall not invalidate the process.

Section 4.03 - Landing Fees. Signature shall collect the current landing fees in effect at the Airport for each landing at the Airport of any aircraft being handled by Signature ("**Landing Fees**"). Landing fees shall not be assessed for any landing of an aircraft returning to the Airport after take-off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.04 - Method and Manner of Payment.

A. The Rent and Landing Fees (net of Signature's administrative fee) shall be paid to City, without set-off, deduction or discount, in lawful money of the United States, at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Signature by written notice, and shall be made in monthly installments, due on the first of each calendar month, commencing on the first full calendar month following the Effective Date. Payments for partial months or calendar years may be appropriately prorated.

B. Each month Signature shall pay the greater of the Percentage Rent payable on the prior month's gross revenues and one-twelfth of the Minimum Annual Guarantee. In February of each calendar year, Signature may offset against Rent due to the City the amount, if any, by which the sum of actual monthly payments of Percentage Rent and Minimum Annual Guarantee, if any, for the prior year exceeded the greater of the Percentage Rent payable on the gross revenues of the prior year and the Minimum Annual Guarantee for the prior year.

Section 4.05 - Rent Credits. Signature shall offset no credits against Rent due to the City except as expressly provided in this Agreement or expressly authorized in writing by the Commissioner.

Section 4.06 - Late Payments. Each and every installment of Rent accruing under the provisions of this Agreement which is not paid when due shall bear interest at the Default Rate, from the date when the same is due until the same shall be paid. All other sums becoming due or payable to the City under this Agreement, including, without limitation, all monies expended by the City pursuant to this Agreement or on account of any default by Signature in the performance or observance of any of the covenants and agreements contained in this Agreement shall likewise bear interest from the respective dates when the same shall be advanced or paid by City, or otherwise due to City, at the rate per annum which shall be the lower of (a) the highest rate permitted by law or (b) the Default Rate, until the same shall be paid by Signature to City. All sums so advanced or paid by City shall become so much additional Rent under the terms of this Agreement, due and payable on the date of such advance or payment.

Section 4.07 - Security Deposit. On or before the Effective Date of this Agreement, Signature shall pay to the City a security deposit in an amount equal to the Rent due for the first three (3) months of the Term. Such security deposit may be in the form of cash or a letter of credit, which letter of credit shall be in the form reasonably acceptable to the Commissioner. The amount of the security deposit provided as of the Effective Date and in the City's possession shall be the only required security deposit; provided that the City may proportionally increase such security deposit amount by providing sixty (60) days notice to Signature in connection with any escalation of Ground Rent, Building Rent or Minimum Annual Guarantee. The security deposit will be refunded to Signature, less any sums which may be due and owing to the City, subsequent to the expiration or termination of this Agreement.

Section 4.08 - Rent Absolute. Except as expressly provided in Section 4.10 (Abatement) and Section 15.06 (Force Majeure), Signature's obligation to pay Rent shall not be affected by any setoff, counterclaim, recoupment, defense, or other right except as expressly provided herein. Signature covenants and agrees that the Rent specified in this Article IV shall be absolutely net to the City, to the end that this Agreement shall yield net to City the entire Rent, and so that all costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations relating to the Premises which may arise or become due during the Term (other than City's legal fees

not otherwise covered by this Agreement) shall be paid or discharged or caused to be discharged by Signature as so much additional Rent, and Signature covenants and agrees that City shall be indemnified and saved harmless by Signature from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

Section 4.09 - Signature Books and Records. Signature shall maintain at its office in Chicago, Illinois, or at the Airport, books, records, and accounts relevant to the determination of Rent or any other sums owed to City under this Agreement, including, without limitation, records of its operations at the Airport. If such books, records, and accounts are not maintained at such office, Signature shall in any case maintain such books, records, and accounts within the United States, and Signature shall promptly furnish the Commissioner and City Comptroller in Chicago with all information reasonably requested by them with respect to such books, records, and accounts. The Commissioner and City Comptroller, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to Signature, to audit, examine, make copies of, and take extracts from such books, records, and accounts. In the event that (i) an audit reveals any discrepancy of greater than 5% of the gross receipts which are the subject of such audit, and (ii) such error resulted in an underpayment by Signature to the City, Signature shall reimburse the City for any and all of its expenditures for such audit. In the event that an audit reveals no irregularities, such audit shall be at the expense of the City. Without limiting the foregoing, City has the right to inspect Signature's records of its operations at the Airport. City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless Signature has consented to disclosure or has publicly released such information.

Section 4.10 - Abatement in the Event of Closing.

- (a) Except as otherwise expressly set forth below, Signature shall have no right to abatement or set-off of Rent of any kind. In the event that, for a period of time in excess of five (5) consecutive days, the Airport is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction and not stayed by way of appeal or otherwise, then the sole and exclusive remedy of Signature shall be that the Ground Rent and Building Rent payable by Signature shall abate for the period of such closing. There shall be no abatement or reduction of Rent or deletion from the Premises where the unusable condition is caused by the willful or negligent act or omission of Signature, its agents, employees, licensees, contractors, subcontractors, or invitees.
- (b) If more than fifty percent (50%) of the Premises becomes unusable due to fire, casualty, or other cause beyond Signature's control for a period in excess of thirty (30) consecutive days, the Ground Rent and Building Rent payable by Signature shall abate proportionately during the period of such unusability, based on the ratio of the unusable square footage to the total square footage of the Premises. In such an event, the City will (i) delete the square footage of

that unusable portion from the calculation of Rent for the period that such portion remains unusable and (ii) use commercially reasonable efforts to provide alternative operating space as adjacent as practicable to the existing Premises to facilitate Signature's continued operations, the square footage of which space would be included in the calculation of Rent.

- (c) Upon the occurrence of a Force Majeure Event under Section 15.06, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full Airport closure), the monthly payment of the MAG shall be reduced proportionally to the impact of such event on Signature's Gross Revenues from time to time during the course of the event until it ceases to exist (the "Adjusted MAG"), as determined by Signature and the City in their reasonable discretion. The first Adjusted MAG determination shall be made not later than the first day of the second month after commencement of the event. Until the first determination is made, Signature shall continue to pay the MAG as in effect prior to the event, and any overpayment shall be credited to subsequent Adjusted MAG payments. From time to time during the event, at the request of either party, the parties shall undertake additional determinations as reasonably necessary to assure that MAG payments are equitably adjusted. The City may also, in its reasonable discretion, waive the MAG where (i) general aviation operations at the Airport decrease by more than twenty-five percent (25%) compared to the prior year due to circumstances beyond Signature's control, or (ii) fuel supply disruptions or other Force Majeure Events have materially diminished operations for a period exceeding sixty (60) consecutive days.
- (d) After the event ceases to exist, Signature shall resume paying the full MAG, which shall equal the MAG in effect immediately prior to commencement of the event, subject to the annual adjustment in subsection (2). Any dispute concerning the implementation of this subsection (d) shall be resolved in accordance with the dispute resolution provisions of this Agreement.

ARTICLE V - CONSTRUCTION, DEMOLITION, MAINTENANCE & REPAIR

Section 5.01 - Construction and Demolition of Improvements Generally.

The following provisions apply to Signature's construction and demolition of any Improvements:

A. All Work shall be accomplished in accordance with the terms and conditions of this Agreement and of Exhibit E, attached hereto and incorporated by reference herein, and shall be in conformance with all applicable City codes, ordinances, orders, regulations and FAA regulations, whichever are more restrictive. Work shall not be commenced until Signature has obtained all approvals, permits, and licenses required by any governmental authority or by Exhibit C. Signature shall diligently pursue Improvements until fully completed in a condition acceptable to the Commissioner, and in accordance with the Development Plan and Section 5.04.

B. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), or demolition, a proposed schedule and evidence of insurance coverages required by Article X shall be submitted to and received by the Commissioner prior to the issuance of written approval from the Commissioner at least 120 days before commencement of construction or demolition. Signature agrees to use best efforts to incorporate sustainable design practices in the development and construction of any Improvements, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Premises, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual. Signature shall require each contractor to furnish a payment and performance bond in form and substance acceptable to the Commissioner. The Commissioner's approval shall be absolute and may be withheld in his sole discretion. The Commissioner's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. No restriction is placed on Signature as to any architect, builder or contractor for Improvements to the Premises other than those requirements set forth in Articles VII and VIII hereof, and any other applicable local, state or federal law or regulation. Any professionals employed by or contracted with by Signature shall be properly licensed and insured to perform their work. City shall have the right at all times to inspect any and all such work.

C. Notwithstanding its right of review and inspection, the City shall in no way be deemed responsible for any such Work, or the failure of such Work to be completed in accordance with approved plans and specifications, or any applicable laws, codes, statutes, rules or regulations. Any Work performed in connection with Improvements to the Premises at the direction of Signature, even though performed by contractors, subcontractors or others of any and all tiers working through them, shall be the responsibility of Signature. All Work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the Commissioner, and any applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations and those requirements set forth in Articles VII and VIII hereof.

D. Notwithstanding subsection (B), Signature shall be excused from, and shall not be in default with respect to, the construction of any Improvement (including any portion of

the Development Plan), and Signature's corresponding timelines, deadlines, and obligations (including for purposes of Section 3.02 and Section 12.01) shall be proportionally extended on a day-for-day basis, to the extent that Signature, working diligently and in good faith, is unable to construct such Improvement as a result of:

- (i) the failure of the City, the Commissioner, the FAA, or any other governmental entity or authority with oversight over the Airport or the Premises to issue or deliver any permit, license, approval, or consent needed for the construction of such Improvement, through no fault, delay, action, or inaction of Signature;
- (ii) any delay in the City's or the Commissioner's review or approval of plans and specifications beyond the time periods contemplated by this Section 5.01;
- (iii) any government action that materially alters the size, purpose, or location of any Improvement other than as contemplated by this Agreement; or
- (iv) any FAA action, order, rule, regulation, or directive that materially impacts aircraft traffic, traffic flow, or traffic volume at the Airport in a manner that adversely affects the construction, design, or commercial viability of such Improvement.

Signature shall use commercially reasonable efforts to minimize the delay and adverse effects of any such circumstance. For so long as any circumstance described in clauses (i) through (iv) continues, Signature shall be excused from constructing those portions of the Improvements adversely affected, and no such excused delay or non-performance shall constitute an Event of Default or impair Signature's eligibility for any extension of the Term.

Section 5.02 - Title to Improvements.

(a) **Ownership During Term.** Signature shall be deemed the owner of all Improvements and alterations constructed or placed upon the Premises by Signature during the construction period and throughout the Term and any extension thereof, and shall be entitled to all depreciation, tax, insurance, and similar benefits and incidents of ownership. The existing Improvements on the Premises as of the Effective Date are the property of the City.

(b) **Reversion.** Upon the expiration of the Term or the earlier termination of this Agreement for any reason, all Improvements and alterations constructed or placed upon the Premises by Signature, title to which has not previously vested in the City, shall become the absolute property of the City, free and clear of all liens, mortgages, and other encumbrances, and the City shall have every right, title, and interest therein. Upon the City's request, Signature shall deliver a bill of sale or other evidence of transfer, together with evidence reasonably satisfactory to the City that such Improvements are free from liens, mortgages, and encumbrances. Signature shall surrender all Improvements in good condition and repair, ordinary wear and tear excepted, and in compliance with applicable law.

(c) **Continuing Insurance and Casualty Protection.** Notwithstanding the vesting of title in

the City under subsection (b), the insurance and casualty provisions of this Agreement shall continue to operate for Signature's benefit with respect to any casualty, damage, or destruction occurring prior to the expiration or termination of this Agreement. All proceeds of property or builder's risk insurance maintained by Signature shall be applied first to the repair, replacement, or rebuilding of the damaged Improvements, and any proceeds in excess of the cost of such repair, replacement, or rebuilding shall be remitted to Signature. The reversion of title to the City shall not entitle the City to any insurance proceeds attributable to a casualty occurring during the Term except to the extent required to fund the repair, replacement, or rebuilding of the affected Improvements, and Signature shall retain the right to recover business interruption proceeds and the unamortized value of its interest in the Improvements as otherwise provided in this Agreement.

Section 5.03 - City-funded Improvements. In addition to Signature's obligations under the Development Plan, which shall be at Signature's cost, from time to time the Commissioner may delegate in writing to Signature the responsibility for undertaking additional City-funded Improvements or demolitions to the Premises and agree to reimburse Signature for costs incurred in connection therewith. Eligible costs are actual, reasonable costs of labor and materials involved in performing the Work and actual, reasonable architectural, engineering, and consulting fees, and no others. Signature must publicly advertise the Work associated with any such Improvements and comply with the then-current City requirements for participation by City residents and Minority and Women's Business Enterprises. Signature must complete all such Improvements to the reasonable satisfaction of Commissioner and submit all invoices, sworn statements, lien waivers and any other appropriate documentation requested by the Commissioner to verify the costs paid in good faith by Signature with respect thereto. The Commissioner shall have the right to approve the reasonableness, allocability and allowability of those costs which are to be reimbursed, such approval not to be unreasonably withheld or delayed.

Section 5.04 - Signature Improvements. Signature must design, construct, and operate the Improvements on the Premises set forth in the Development Plan, attached hereto as Exhibit. E, on the schedule set forth in the Development Plan. The Development Plan may be revised from time to time upon written agreement of the parties without need for amendment to this Agreement. Signature's minimum capital investment in the Improvements will total at least 95% of the Capital Investment Commitment set forth in the Development Plan, as amended. Any Development Plan schedule, milestone, completion date, capital investment requirement, or other obligation shall be deemed adjusted to reflect any delay, extension, suspension, modification, reduction, or other relief permitted under this Agreement, and any resulting noncompliance shall not constitute a default or impair Signature's renewal rights.

Section 5.05 - Liens Prohibited. Signature shall keep the Premises free and clear of any and all liens in any way arising out of the construction of Improvements, or use of the Premises by Signature; provided, however, Signature may in good faith contest the validity of any lien, provided such contest does not impair the City's rights with respect

to the Premises. City's rights to the Premises and the Airport are and always shall be paramount to the interests of Signature in the Premises. Nothing in this Agreement empowers Signature to commit or engage in any act which can, shall, or may encumber the rights of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of Signature under any bankruptcy, insolvency, or reorganization proceedings.

Section 5.06 - Maintenance and Repair. Signature shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Premises and shall keep such Premises clean and free from all debris. Signature shall at all times:

A. Keep the Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;

B. Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting; such repairs, replacements, and painting by Signature shall be of a quality not inferior to the standards set forth in any rules and regulations adopted by City for the Airport;

C. Control all of its vehicular traffic on the Airport and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;

D. Remove all snow from all ramps, hangar taxiways and paved areas on the Premises.

E. Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials at properly permitted facilities.

F. Maintain pavement areas in good operating condition sufficient to support all types of aircraft that Signature services. Notwithstanding the foregoing, any required or deferred pavement maintenance requested by the Airport shall be performed by Signature only upon final completion of the taxiway renovation underway at the Airport during 2026 and 2027, which renovation requires the installation and use of a temporary taxiway that limits the existing ramp and pavement capacity within Signature's leasehold.

If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Signature requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Signature shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations prior to Signature's performance of any such maintenance, repair, replacement or painting.

Section 5.07 - Repairs Necessitated by Casualty.

A. In the event any Improvement from time to time upon the Premises shall be damaged or destroyed, in whole or in part, (regardless of the cause therefor) Signature covenants and agrees that Signature, at its own expense (notwithstanding insufficiency of insurance proceeds), shall repair, restore or rebuild any such building or other improvement so damaged, injured or partially destroyed, or erect, finish and complete such replacement Improvements on the Premises, or will have an alternative proposed repairs plan approved by the Commissioner. Any such repair, restoration, or rebuilding or construction of a new building is herein sometimes referred to as a "Restoration."

B. Insurance proceeds shall be made available for Restoration on the terms and conditions set forth in this Section. In the event that the Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, Signature, after consultation with City, and subject to the limitations set forth in this Section, shall repair, reconstruct or restore the damaged or destroyed Premises to (i) substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Signature; provided, however, that in the event that the damage, and the insurance proceeds therefor, are less than \$100,000, Signature may effect such repairs, reconstruction or restoration as Signature may deem reasonably necessary. The City and Signature may agree to apply insurance proceeds to the payment of Special Facility Revenue Bonds issued by the City for the benefit of Signature. Signature acknowledges that such a bond issuance will require concurrence of the City Comptroller and action by the City Council, which concurrence and action may be withheld in the Comptroller's and City Council's respective sole and absolute discretion.

C. Signature shall provide prompt written notice to the City of any event that may require a Restoration. Within sixty (60) days of the date of such notice, Signature shall provide to the City plans and specifications for such Restoration, which plans and specifications are subject to City review and approval. Upon approval of such plans and specifications, Signature shall immediately proceed to diligently perform the Restoration and complete such Restoration in a timely manner. In the event that Signature fails to diligently perform the Restoration or complete the Restoration in a timely manner, the City may exercise its rights under Section 13.06 of this Agreement.

D. Prior to making any Restoration of more than \$100,000, Signature shall in good faith estimate the cost of the Restoration and furnish City supporting estimates by a reputable, experienced architect, engineer and contractor qualified to make such estimate.

E. Without limiting any of the other terms hereof, it is expressly understood and agreed that, except and to the extent provided herein, no loss or partial destruction of or damage to the Premises or the buildings or other improvements from whatsoever cause, shall operate to terminate this Agreement or to relieve or discharge Signature from its liability to pay the full Rent and additional charges payable under this Lease, or to relieve Signature from any of its other obligations under this Agreement. Except and

to the extent provided herein, Signature waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof, or to obtain any suspension, diminution, abandonment or reduction of Rent, on account of any such loss, damage or destruction to the buildings or any other property at the Premises.

F. Any insurance proceeds greater than \$100,000.00 shall be made payable to both City and Signature. If Signature does not commence a Restoration promptly upon City approval of the plans and specifications for such Restoration, or if the Agreement expires or terminates at any time for any reason prior to application of all insurance proceeds, then all insurance proceeds shall be applied first to any required Restoration and the balance allocated between the parties as their interests appear under Section 5.02(c).

Section 5.08 - Inspection. City shall have the right to inspect the Premises and direct Signature to make ordinary repairs. City shall provide reasonable notice prior to such inspection, unless in an emergency situation, and shall notify Signature's representative on the Premises at the beginning of any such inspection.

Section 5.09 - Signs. Any signs installed by Signature on the Premises shall be limited to those which advertise the Signature brand and the aircraft support services provided by Signature, except with the permission of the Commissioner. The number, general type, size, design, and location of such signs shall be subject to the prior written approval of the Commissioner.

Section 5.10 - Non-Interference with Airport Operations. The Work and the operations of Signature and its officials, agents, employees, contractors, guests, patrons, and invitees on the Premises shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Signature is not in compliance with this Section, at the written request of the Commissioner, Signature shall immediately conform the demeanor or conduct of Signature or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

Section 5.11 - Access by City. Upon the giving of reasonable notice, which may in certain circumstances determined at the City's sole discretion be only by oral notice, Signature shall allow City, its officers, agents or employees, free access to the Premises for the purposes of examining them to ascertain if Signature is performing its obligations under this Agreement, and for conducting such other activities deemed reasonably necessary by the City. Upon request of the City, Signature shall remove or relocate any derelict, abandoned or nuisance aircraft or vehicles on the Premises if the Commissioner reasonably determines that such removal or relocation is necessary with respect to airport operations, safety, or maintenance of the Airport. Signature shall use its best efforts to perform such removal or relocation, if permitted by applicable law, within ten (10) days of notice from the City, except in emergency situations or those impacting health, safety or security, in which case the City may require a shorter

compliance period, in the reasonable discretion of the Commissioner. In connection with such removal activities, the City authorizes Signature to act as the City's expressly designated agent for the physical relocation only under the Chicago Municipal Code, including, to the extent applicable, § 9-92-030 and § 10-36-250, and 625 ILCS 5/4-201 or such other authority available to the City.

Section 5.12 - Runway Development Contribution. On the 5th anniversary of the Effective Date of this Agreement, Signature shall pay to the City the amount of \$7.5 million as its contribution toward the Midway Airport Runway Development Project, which is intended to improve the EMAS infrastructure on Midway's runway system. The manner of payment of the Runway Development Contribution shall be provided to Signature by the City no later than 90 days prior to the 5th anniversary of the Effective Date of this Agreement. If the City has not commenced the procurement for, or physical construction of, the Runway Development Project by the date any payment would otherwise be due, the due date for such payment shall be deferred until ninety (90) days after the City commences such procurement or construction. If the City elects not to proceed with the Runway Development Project on or before the expiration of the Term, Signature's Runway Development Contribution obligation shall terminate automatically. The Runway Development Contribution shall be used solely for airport aeronautical purposes in accordance with applicable federal law and FAA grant assurances, shall not be considered Rent, and shall not be subject to offset against other amounts owed by Signature. Any payment previously paid shall be credited against Signature's then-current Rent or refunded at the City's election if the City elects not to proceed after receiving such payment.

ARTICLE VI - MAINTENANCE AND OPERATION OF AIRPORT

Section 6.01 – City's Obligations. City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, the runway and the taxiway, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Premises but located outside the Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from the runway and taxiway, connections therefrom, and roadways.

Section 6.02 – Signature's Remedy. In the event that the City fails to cure any failure in its performance of its obligations under Section 6.01 within a reasonable period, and provided that the Airport is not closed at the direction of the City or any other governmental authority or agency as addressed in Section 12.01 hereof, Signature's sole and exclusive remedy is to terminate this Agreement by providing notice to the City pursuant to the terms of Article XIV hereof.

ARTICLE VII - ADDITIONAL OBLIGATIONS OF SIGNATURE

Section 7.01 - Taxes. Signature shall pay such taxes or special assessments, if any, which may be levied or assessed upon Signature's interest in the Premises. Signature shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Signature from contesting such charge or tax, including those taxes or charges enacted or promulgated by City.

Section 7.02 - Utilities. Signature shall be responsible for payment of all costs of utilities for the Premises, including, but not limited to, electricity and telephone service.

Section 7.03 - Permits, Licenses. Signature shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Premises, any business conducted thereon, or any Work performed thereon.

Section 7.04 - Compliance with All Laws. Signature shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Signature may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Signature and does not jeopardize the health or safety of persons at the Airport or Airport operations.

Section 7.05 - Compliance with City/State Requirements. Signature agrees to execute such certificates as may be necessary to comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below.

A. **Economic Disclosure Statement and Affidavit ("EDS").** Signature has executed an EDS(s), in compliance with 720 ILCS 5/33E-3, 4 and 11(B), as amended; 65 ILCS 5/11-42.1-1; Chapters 2-56, 2-154, and 2-156 of the Municipal Code; and such other statutes, ordinances, regulations and executive orders as may be in effect from time to time. Signature shall provide updated EDS(s) in the event of any change in circumstance which renders the EDS on file with the City inaccurate or obsolete.

B. **Anti-Scofflaw.** In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Agreement or permitted at law or in equity, City shall be entitled to set off a portion of any amounts due Signature by City under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Signature to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and "debt" means a specified sum of money owed to City

for which the period granted for payment has expired.

Notwithstanding the provisions of the immediately preceding paragraph, no such debt(s) or outstanding parking violation complaints shall be offset from any amounts due Signature from City under this Agreement if one or more of the following conditions are met:

1. Signature has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Signature is in compliance with the agreement; or
2. Signature is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
3. Signature has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

C. Ethics. Signature shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

D. MacBride Principles. City, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland. If Signature conducts any business operations in Northern Ireland, it is hereby required that Signature shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

E. Inspector General and Legislative Inspector General. It shall be the duty of Signature and all officers, directors, agents, partners, and employees of Signature to cooperate with the Inspector General and Legislative Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55 of the Code, respectively. Signature understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Code.

F. Americans with Disabilities Act. Any and all design and construction of Improvements shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons

including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110, and the Illinois Information Technology Accessibility Act, Public Act 095-0307, and its regulations (further details regarding the ITAA standards are currently available at <http://www.dhs.state.il.us/page.aspx?item=32765>).

If the above standards are inconsistent, Signature must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Signature must, prior to construction, review the plans and specifications to insure compliance with these standards. If Signature fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contractor or otherwise available at law, in equity or by statute, require Signature to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

G. Conflicts of Interest. Signature represents and warrants that no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement has any personal interest, direct or indirect, in this Agreement, or in Signature. Signature further covenants that (i) no member of the governing body of the City and no officer, employee or agent of the City or other unit of government exercising any functions or responsibilities in connection with this Agreement shall acquire any personal, financial or economic interest, direct or indirect, in Signature or this Agreement, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this Lease or any financial benefit to arise from it.

H. Shakman Accord.

1. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Signature is aware that City policy prohibits City employees from directing any individual to apply for a position with tenants, either as an employee or as a subcontractor, and from directing tenants to hire an individual as an employee or as a subcontractor. Accordingly, Signature must follow its own hiring and

contracting procedures, without being influenced by City employees. Any and all personnel provided by Signature under this Agreement are employees or subcontractors of Signature, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Signature.

3. Signature will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the Agreement, or offer employment to any individual to provide services under the Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this policy, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
4. In the event of any communication to Signature by a City employee or City official in violation of paragraph (2) above, or advocating a violation of paragraph (3) above, Signature will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Chicago Department of Aviation.

I. Mayoral Contributions; Executive Order 2011-4.

1. Signature agrees that it, and any person or entity who directly or indirectly has an ownership or beneficial interest in it of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, its Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Signature and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Signature, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Signature and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Signature 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 Signature or the date the Signature approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

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

4. Signature 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.

5. Signature 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 Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Signature violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement, the Commissioner may rescind this Agreement.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

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

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

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

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

- (b) neither party is married; and
 - (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
 - (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
 - (e) two of the following four conditions exist for the partners:
 - (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;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - (iv) Each partner identifies the other partner as a primary beneficiary in a will.
- "Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

J. Confidentiality of Airport Security Data

Signature acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Signature in connection with this Contract. AtlantiC has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All subcontracts or purchase orders entered into by Signature with parties providing material, labor or services to complete the work must contain the language of this section. If Signature fails to incorporate the required language in all subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

K. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Municipal Code of Chicago).

Signature agrees that it is required to comply with Section 2-92-385 of the Municipal Code of Chicago despite whether any reasonable argument may exist that Signature is not required to comply with Section 2-92-385 of the Municipal Code of Chicago.

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i)

receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed,
- (2) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

L. Duty to Report Corrupt or Unlawful Activity.

Pursuant to MCC 2-156-018, it is the duty of Signature to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2), or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

M. Equal Pay Act.

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et. seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

Section 7.06 - Non-discrimination.

A. Federal Requirements. It shall be an unlawful employment practice for Signature (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, disability, or national origin; or (2) to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, disability, or national origin.

In all its activities within the scope of its airport program, Signature agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, below, to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Signature transfers its obligations to another, the transferee is obligated in the same manner as Signature.

The above provision obligates Signature for the period during which the property is owned, used, or possessed by Signature and the airport remains obligated to the FAA.

For purposes of this Section 7.06.A, the word "Acts" refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the word "Regulations" refers to 49 CFR Part 21 and 28 CFR 50.3.

1. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Signature, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 7.06.A.1 and 7.06.A.2 as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 200d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, and national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability);
- 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended (49 U.S.C. § 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.) (prohibits discrimination because of sex in education programs or activities).

2. Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Contractor agrees as follows:

a. Compliance with Regulations: The Contractor (hereinafter including consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails to furnish the information, the Contractor will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding any payments due to the Contractor under this Agreement until the Contractor complies; and/or (ii) cancelling, terminating or suspending this Agreement, in whole or in part.

f. Incorporation of Provisions: Contractor will include the provisions of paragraphs 7.06.A.2.a through 7.06.A.2.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. State Requirements. Signature shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Contractor must additionally comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq.; and all other applicable State laws, rules, regulations, and executive orders.

C. City Requirements. Signature shall comply with the Chicago Human Rights Ordinance, Chapter 6-10 of the Municipal Code, as amended, and all other applicable

municipal code provisions, rules, regulations, and executive orders. Further, Signature shall furnish and shall cause each of its contractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Contractor and Subcontractor Responsibilities. Signature agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Agreement.

E. Signature and Subcontractor Responsibilities. Signature agrees that the provisions of Sections 7.06.B and 7.06.C will be incorporated in all agreements entered into with any contractors, material suppliers, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Agreement.

Section 7.07 - Affirmative Action Program and MBE/WBE Requirements. Signature assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Signature assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Signature assures that it will require that its covered suborganizations provide assurances to Signature that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, Signature also agrees to coordinate with the City's Department of Procurement Services so as to comply with the then current City requirements for participation of Minority Business Enterprises and Women's Business Enterprises on construction or demolition of any Improvements.

ARTICLE VIII - AIRPORT MATTERS

Section 8.01 - Airport Rules and Regulations. Signature shall observe and obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport rules and regulations must be neither (i) inconsistent with the exercise by Signature of any right or privilege granted to it hereunder or under any other agreement between Signature and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Signature unless it has been given fifteen (15) days prior written notice of the adoption thereof.

Section 8.02 - Other Legal Requirements. Signature shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the FAA and the TSA, which shall include, but not be limited to, the following:

A. **Prohibition Against Exclusive Rights.** It is hereby specifically understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the grant to Signature of an exclusive right to use Airport facilities or to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

B. **Subordination of Agreement.** Signature covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport. Signature further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

C. **Non-discrimination in the Use of the Premises.** This Agreement involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Signature, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Signature shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination-covenants by Signature, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been executed.

D. **Non-Discrimination in Furnishing Services.** Signature agrees that it shall provide its services and products promptly, efficiently and adequately to meet all reasonable demands therefor, all on a fair and non-discriminatory basis to all users thereof, at charges which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates or other similar types of price reductions may be made to volume purchasers.

Section 8.03 - Airport Agreements. Signature's use and occupancy of the Premises shall be and remain subject to (i) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other government funds, including, without limitation, grant agreements, and (ii) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, including, without limitation, the Midway Airport Use Agreement and Facilities Lease and any ordinance or indenture, or both, authorizing bond anticipation notes or bonds or other obligations adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 8.04 - Airport Security Acts. This Agreement is expressly subject to the Airport Security Acts, as amended from time to time, the provisions of which are hereby incorporated by reference, including, without limitation all rules and regulations promulgated thereunder. Signature and its employees, contractors, subcontractors, suppliers of materials, or providers of services are subject to such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Acts, Signature shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation, the Secretary of the Department of Homeland Security and the City. Signature shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those directives guidelines developed by City, the TSA and the FAA with the objective of maximum security enhancement, including without limitation any confidentiality directives and guidelines established by the TSA with respect to information that has been deemed by the TSA to be Security Sensitive Information.

Section 8.05 - Airport Noise Restrictions. Signature agrees to abide by any guidelines, rules or regulations for the Airport which result from any Part 150 study or any other restrictions imposed on noise and which are applicable to the use of the Premises as an aircraft maintenance facility or otherwise.

Section 8.06 - Regulating the Airport; Airport Operation. City reserves the right to regulate, police and further develop, improve, reconstruct, modify or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Signature, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or in part. Notwithstanding the foregoing, Signature shall have the right to terminate this Lease or renegotiate the MAG

and other terms and conditions upon written notice to City if any such limitation, discontinuation, or change by City results in a material disruption to Signature's business operations at the Airport. This provision shall not be interpreted to grant a right to limit or discontinue means of access to the Premises by Signature from outside the Airport from dedicated public streets.

ARTICLE IX - EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Signature to pay any tax or inspection fees or to procure necessary permits or licenses. Nothing herein shall be construed to prevent Signature from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Signature.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Signature to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE X - INSURANCE

Signature shall provide and maintain at all times, at Signature's own expense during the term of the Agreement and during any period subsequent to the expiration of the Term if Signature is required to return to perform Work or perform any activities to comply with any Environmental Law, the types of insurance specified in Exhibit D with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Signature, its contractors or subcontractors.

ARTICLE XI - INDEMNIFICATION BY SIGNATURE

Section 11.01 - Indemnity. Signature agrees to protect, defend, indemnify, keep, save and hold the City of Chicago, its officers, officials, employees and agents (collectively "**Indemnified Parties**") free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "**Claims**") in connection with or arising directly or indirectly out of the performance or failure to perform hereunder by Signature, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision, except for Claims shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence or willful conduct, in which event the Indemnified Parties shall contribute to the payment of damages decreed by judgment, and the actual costs of defense borne by Signature not otherwise covered by insurance, to the extent the Indemnified Parties are found liable by such judgment. Without limiting

the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence and willful conduct of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 *et seq.* (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 *et seq.* (Structural Work Act), respectively. Signature further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving Signature of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with Signature's attorneys. Signature further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by Signature's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

Section 11.02 - Release of City.

A. The City shall not be liable to Signature, or to Signature's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of Signature's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent Signature or any of the above described parties is not covered by insurance.

B. The City shall not be liable to Signature for damage to property of Signature or any loss of revenues to Signature resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and then only to the extent Signature is not reimbursed by insurance.

C. Notwithstanding any reference herein to Signature's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City

liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

Section 11.03 - Non-Liability of Public Officials. No official, employee, or agent of City shall be charged personally by Signature, or by any assignee or contractor of Signature, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of City's execution or attempted execution hereof, or because of any breach hereof.

Section 11.04 - Limitation on City Liability. City, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Agreement or any obligation or liability arising from this Agreement or in connection with this Agreement or the Premises in the event of a breach or default by City of any of its obligations.

Section 11.05 - City Approvals. Nothing herein is intended nor shall it be construed to provide any limitation upon Signature's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of Signature or document provided by Signature, including, but not limited to, plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit Signature's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement, provided that the City did not issue Signature direction contrary to applicable laws, regulations, and terms and conditions contained in this Agreement. Unless otherwise required by law or as expressly provided otherwise in this Agreement, any City review or approval required by this Agreement is deemed to mean the review or approval of the Commissioner.

Section 11.06 - Survival Beyond Termination of this Agreement. Signature's obligations under and Article XI, and elsewhere as specified in this Agreement, shall survive the termination or expiration of this Agreement.

ARTICLE XII - DEFAULT AND TERMINATION

Section 12.01 - Events of Default. Each of the following is an event of default under this Agreement:

A. Signature becomes insolvent (as such terms is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefits of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

B. Signature files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver trustee, custodian, liquidator, or other similar official, of all or substantially all of its

property; or an order for relief is entered by or against Signature under any chapter of the Code.

C. By order or decree of a court, Signature is adjudged a debtor or bankrupt, or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other law or statute of the United States or any state thereof and such order or decree is not stayed or vacated within sixty (60) days of its issuance.

D. A petition under any chapter of the Code or an action under any federal or state insolvency statute is filed against Signature and is not dismissed or stayed within sixty (60) days after being filed.

E. By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Signature and such possession or control continues in effect for a period of sixty (60) days.

F. Signature becomes a corporation in dissolution.

G. The letting, license, or other interest of or rights of Signature hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (E) of this Section 12.01.

H. Signature fails to duly and punctually pay any Rent required to be paid hereunder or fails to make payment when due of any other sum required to be paid to City pursuant to this Agreement, for a period of ten (10) business days after written notice specifying such failure and requesting that it be remedied is given to Signature by City.

I. Signature fails to keep, perform, and observe any promise, covenant, or other provision of this Agreement, other than the obligation to pay Rent, but including compliance with all aspects of the Development Plan then in effect, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Signature by City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to City's right to terminate this Agreement if corrective action is instituted by Signature within such thirty (30) day period and diligently pursued until the failure is remedied; provided further that no such failure shall constitute an Event of Default to the extent caused by a Force Majeure Event under Section 15.06 or excused under Section 5.01(C), and the applicable cure period shall be tolled for the duration of such event.

J. Any lien is filed against the Premises or any portion thereof resulting from any act or

omission of Signature, and is not discharged within thirty (30) days, unless Signature within the aforesaid thirty (30) days furnishes the City such security as the Commissioner in his discretion determines to be adequate to protect the interests of City.

K. Signature ceases using or abandons substantially all of the Premises for a period of ninety (90) consecutive days.

L. Signature makes any purported Transfer without the consent of City as set forth in Article XIV.

M. Signature fails to maintain its corporate existence, or fails to remain duly qualified to do business in the State of Illinois, or Signature dissolves or otherwise disposes of all or substantially all of its assets, or consolidates with or merges into another corporation; provided, however, that it shall not be an Event of Default if Signature consolidates with or merges into an Affiliate; or

N. Signature fails to receive authorization to conduct fixed base operations or general aviation functions at the Airport by any governmental entity, or the FAA objects to or disapproves this Agreement; provided that no such failure, objection, or disapproval shall constitute an Event of Default unless the City has given Signature written notice and Signature has failed to resolve the issue within ninety (90) days (or such longer period as reasonably necessary) using commercially reasonable efforts.

O. Signature defaults on any Loan Agreement pertaining to Special Facility Revenue Bonds issued by the City for use and repayment by Signature.

Section 12.02 – City's Remedies.

A. Whenever an Event of Default has occurred and is continuing beyond any applicable cure period, City may, at its option, on thirty (30) days prior written notice to Signature of such Event of Default:

1. terminate this Agreement and the licenses and other rights of Signature hereunder, without discharging any of Signature's obligations hereunder and, at City's further option, exclude Signature from the Premises; or

2. without terminating this Agreement, exclude Signature from the Premises and attempt to grant such Premises to another party for the account of Signature, holding Signature liable for all payments due hereunder up to the effective date of such grant and for the excess over the Rent and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Signature under this Agreement for the remainder of the term of this Agreement.

B. The remedies set forth in this Article are in addition to all other remedies which

are or may be available to City at law or in equity. In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Rent and any other amounts payable by Signature hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Signature under this Agreement.

C. All rights and remedies hereinbefore given to City and all rights and remedies given to City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive City of any of City's remedies or actions against Signature for Rent or for any other sum required to be paid to City pursuant to this Agreement, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for fees or breach of covenant, or the resort to any other remedy herein provided for the recovery of fees be construed as a waiver of the right to obtain possession of the Premises.

Section 12.03 - Removal of Signature's Property.

A. The personal property financed with funds other than Special Facility Revenue Bonds or other City funds and placed or installed by Signature in the Premises shall remain the property of Signature and must be removed on or before the expiration of the Term or the expiration of any extension or renewal thereof at Signature's sole risk and expense. Any damage to the Airport, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by Signature. In the event of the termination of this Agreement, by default or otherwise, Signature shall have thirty (30) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Premises, Signature's obligation to pay City Rent and any other sums which may be due the City under the Agreement shall continue.

B. If Signature's property is not removed as herein provided, City may, at its option, deem such property abandoned and keep such property or after written notice to Signature and at Signature's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Signature to City, and any balance remaining shall be paid to Signature.

Section 12.04 - Condemnation.

A. Any condemnation or taking of such a substantial part of the Premises that renders it unsuitable for the purposes stated herein is a "Total Taking." In the event of a Total Taking, this Agreement shall terminate as of the date of the filing of the petition to condemn. Signature shall be entitled to claim from the condemnation award, and to recover to the extent of the award: (i) the unamortized value of the Improvements

constructed by Signature, calculated on a straight-line basis from the date of beneficial occupancy through the scheduled expiration of the Term (including any then-effective extension); (ii) the value of Signature's leasehold interest; (iii) Signature's relocation costs; and (iv) Signature's business interruption damages. The City shall be entitled to the remainder of the award. To the extent any Special Facility Revenue Bonds are then outstanding, Signature shall apply its award first to the defeasance of such bonds.

B. In the event of a taking other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect as to the remaining Premises, with Ground Rent and Building Rent reduced proportionately. If the proceeds received are sufficient, Signature shall use them to restore the Premises as nearly as possible to their prior condition, character, and utility value or as otherwise agreed; any excess proceeds shall be paid to Signature and the City as their interests appear, and if proceeds are insufficient, Signature shall not be required to restore in excess of the proceeds available.

Section 12.05 - No Waiver by City. Failure by City to take any action with respect to any default or violation by Signature of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 12.06 – City's Right to Perform Signature's Obligations.

A. In the event that Signature fails to perform any of its obligations under this Agreement, the City may, but is not obligated to, and without waiving or releasing Signature from any of its obligations hereunder, make any payment or perform any other act which Signature is obligated to make or perform under this Agreement in such manner and to such extent as City may deem desirable; and in so doing city shall also have the right to enter upon the Premises, including any Improvement to the Premises, for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by City, together with interest thereon at the lesser of the then current Default Rate or the highest interest rate permitted by law, shall be deemed additional Rent hereunder and shall be payable to City upon demand as additional Rent. City shall use reasonable efforts to give prior notice, which may be oral, of its performance, if reasonably feasible under the circumstances.

B. The performance of any such obligation by City shall not constitute a waiver of Signature's default in failing to perform the same. Inaction of City shall never be considered as a waiver of any right accruing to it pursuant to this Agreement. City, in making any payment hereby authorized: (a) relating to taxes, may do so according to

any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of Improvements to the Premises or the repair, maintenance or reconstruction of Improvements to the Premises or payment of operating costs thereof, may do so in such amounts and to such persons as City may reasonably deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Signature or any other occupant of the Premises or any part thereof, by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof and the obligations of Signature under this Lease shall not thereby be affected in any manner. In doing so, however, City shall use reasonable efforts not to interfere with Signature's operations.

Section 12.07 - Attorneys' Fees and Expenses. In the event Signature defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Rent or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Signature herein contained, Signature shall, on demand, pay to City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by City as a result of such default.

ARTICLE XIII - TRANSFERS

Section 13.01 – Signature's Right to Transfer.

A. Transfers Generally. Signature covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Premises or any part thereof, or any rights of Signature hereunder or any interest of Signature in this Agreement, or effect any sale of Signature stock that may have the effect of a Transfer, nor will Signature allow the use of such Premises hereunder by any other person, except as otherwise provided in Article II of this Agreement, without in each instance having first obtained the prior written consent of City as set forth below. Where the consent of the City may be granted by the Commissioner, the City agrees such consent will not be withheld or delayed unreasonably.

B. Transfer to an Affiliate. Transfers of this Agreement, in whole or in part, to an Affiliate of Signature are subject to consent of the Commissioner. The Commissioner will not withhold consent to such Transfer provided that: (i) the proposed transferee is in compliance with all of the legal requirements of this Agreement, (ii) the proposed transferee demonstrates to the Commissioner's satisfaction that it is sufficiently financially responsible, experienced and capable to perform those obligations of

Signature under this Agreement that Signature seeks to Transfer, (iii) the proposed transferee assumes all of Signature's obligations under this Agreement that Signature seeks to Transfer, (iv) in the Commissioner's reasonable opinion, the Transfer will not be reasonably likely to have a material adverse effect upon the Airport; (v) no event of default then exists, and (vi) the transferee executes the City's Economic Disclosure Statement and Affidavit.

C. City Consent. Except where the Transfer is to an Affiliate, the consent of the City Council on behalf of City shall be required for any Transfer of (i) all of the Premises, (ii) all rights of Signature hereunder, or (iii) all of Signature's interest in this Agreement. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this Article or elsewhere in this Agreement shall not in any way be construed to relieve Signature from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever. In determining whether or not to consent to a Transfer, which consent shall not be unreasonably withheld, conditioned, or delayed, City will reasonably take into account those factors (i) through (vi) set forth in the immediately preceding paragraph and, without limitation, the promotion of a competitive environment at the Airport in light of the then-existing circumstances, the proposed use of the Premises by any transferee, the balanced utilization of the Airport facilities, operational considerations relating to the characteristics of the proposed transferee, the financial condition of the proposed transferee, and the impact on City's ability to exercise control over the Airport.

D. Signature's Liability Following Transfer. Notwithstanding any Transfer, Signature shall remain liable for obligations arising prior to the effective date of such Transfer. Upon a Transfer approved in writing by City, Signature shall be released from liability for obligations first arising after the effective date of such Transfer, provided the transferee assumes all obligations under this Agreement in writing.

E. Request for City Consent. Any and all requests by Signature for consent to a Transfer shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of Transfer shall completely disclose any and all considerations made or to be made to Signature for said Transfer.

F. City's Right to Collect from Transferee. City may collect Rent and other sums due under this Agreement from any assignee, sublessee, or other transferee of Signature, and shall apply the amounts collected to the obligations payable under this Agreement. No such collection or application of funds shall, by itself, constitute (i) a waiver of any provision of this Agreement, (ii) acceptance or approval of any Transfer, or (iii) a release of Tenant from its obligations hereunder.

Notwithstanding the foregoing, if City provides its prior written consent to a Transfer and the transferee assumes this Lease in writing, Signature then shall be released from liability for obligations first arising after the effective date of such Transfer, except to the extent otherwise expressly agreed by the parties.

If a Transfer requiring City's consent occurs without such consent, City's acceptance of Rent or other sums from the transferee shall not be deemed consent to such Transfer, and Signature shall remain liable for all obligations under this Lease.

G. Transfers Without City Consent Void. Any Transfer without the written consent of the City as provided for herein shall be void and of no effect.

H. Evasion. No Transfer shall be structured or used for the purpose or effect of evading any provision of this Agreement.

Section 13.02 - City Right to Transfer. The City reserves the right to transfer all or any part of its interests hereunder, including but not limited to the assignment of this Agreement in its entirety to a private operator of the Airport.

ARTICLE XIV - NOTICE

Any notices or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three days after deposit in the U.S. mails, or otherwise upon refusal of receipt. All notices or communications intended for Signature shall be addressed to:

Signature Aviation Flight Support, Inc.
5821 South Central Avenue
Chicago, Illinois 60638
Attn: General Manager

with a copy to:

Signature Aviation Corporation
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Attn: Chief Legal Counsel

All notices or communications intended for the City shall be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 Zemke Road
Chicago, Illinois 60666

with a copy to:

City Comptroller
City of Chicago
Room 501 City Hall

121 North LaSalle Street
Chicago, Illinois 60602

and with a copy to: Corporation Counsel
Department of Law
City of Chicago
Room 610
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel – Aviation

Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

ARTICLE XV - MISCELLANEOUS

Section 15.01 - Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 15.02 - Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 15.03 - Amendments. No changes, amendments, modifications, cancellation, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns. Without limiting the foregoing, the Agreement may be revised by agreement of the parties, without need for amendment, to authorize Signature or a third party to perform additional Secondary Commercial Support Services that are customary and incidental to the operation of a fixed base operation.

Section 15.04 - No Partnership or Agency. Nothing herein contained as intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Signature the general representative or agent of City for any purpose whatsoever.

Section 15.05 - Representatives. City and Signature shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Signature, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Signature's representative shall be designated in a written notice

delivered to City. Any party hereto may change its designated representative by notice to the other party.

Section 15.06 - Force Majeure.

A. Neither party shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts of God, war, civil disorder, government restrictions, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions, fire, flood, pandemic, or other events beyond the party's reasonable control ("Force Majeure Event"), except to the extent such failure results from the negligence of that party, provided that the affected party provides prompt notice, reasonably demonstrates how and to what extent the party's performance is materially impacted by the Force Majeure Event, and uses reasonable efforts to resume performance.

B. Notwithstanding any other provision of this Agreement, if a Force Majeure Event, or any government-imposed material change in operations at the Airport (including any flight volume restriction, capacity limitation, or partial or full closure), materially impairs Signature's ability to use the Premises or conduct its operations at the Airport, then Ground Rent, Building Rent, and any applicable MAG shall be abated or reduced on a proportionate basis to the extent of such impairment for the duration of the event, as provided in Section 4.01(C). The cure period for any non-monetary obligation of Signature affected by a Force Majeure Event shall be tolled for the duration of such event, and Signature's construction timelines shall be extended as provided in Section 5.01(C). Signature shall have the burden of demonstrating how its ability to use the Premises or conduct its operations are materially impacted by any such event.

C. The City shall be under no obligation to supply any service to the extent and during any period that the supply of such service is prohibited or rationed by any law, rule, regulation, requirement, order, or directive.

D. Signature shall not be liable for the performance of any obligation if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the FAA, TSA, or other government authority substantially affecting, for a period of at least thirty (30) days, Signature's use of the Airport, provided none of the foregoing is due to the fault of Signature.

Section 15.07 - Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois. Signature hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Signature agrees that service of process on Signature may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by Signature, or by personal delivery on any officer, director, or managing or general agent of Signature.

Section 15.08 - Consent to Service of Process and Jurisdiction. All judicial proceedings brought by Signature with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, Signature accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Signature irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Signature in the courts of any other jurisdiction.

Section 15.09 - Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 15.10 - Assigns. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

Section 15.11 - Co-Operation by Parties. The parties hereby agree to use good faith in the performance of this Agreement and to co-operate with each other. City must be expressly identified as a third party beneficiary in any of Signature's contracts for construction of Improvements or performance of Primary Commercial Support Services and must be granted a direct right of enforcement thereunder. If this Agreement is terminated for any reason, or if it expires by its own terms, Signature shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Signature shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Agreement.

ARTICLE XVI — ENVIRONMENTAL PROVISIONS

Section 16.01 - Definitions.

The following definitions will apply to this Article XVI:

(a) "Associated Party(ies)" shall mean Signature's employees, contractors, subcontractors, agents, licensees, Sublessees, and vendors in each case only while acting for or under Signature's direction or control in connection with Signature's use, occupancy, or operations at the Premises pursuant to this Agreement. Associated Parties expressly excludes aircraft owners, aircraft operators, pilots, crew, passengers, invitees, customers, customer contractors, governmental authorities, other airport users, other FBOs, commercial airlines, and other third parties, except to the extent Signature directly controls the specific conduct causing the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. For purposes of this Section XVI, Signature shall be responsible for the acts or omissions of Associated Parties where (i) such Associated Parties' acts or omissions occur on the Premises or (ii) such Associated Parties' acts or omissions occur outside of the Premises, but only to the extent that such Associated Parties are acting for or under the direction or control of Signature. Signature shall not be responsible for the acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees, governmental authorities, City Parties, other airport users, other FBOs, commercial airlines, or other third parties, except to the extent caused by Signature's negligence, willful misconduct, or direct control over the activity giving rise to the applicable obligation or Environmental Claim.

(b) "Initial Environmental Conditions Walk-Through" or "Initial Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City, in consultation with Signature, regarding the environmental condition of the Premises and their state of compliance with Environmental Laws during a physical walk-through of the Premises by City and Signature at a time mutually agreeable to the parties.

(c) "Concluding Environmental Conditions Walk-Through" or "Concluding Walk-Through" shall mean a report documenting the observations and findings made by a representative or consultant of City regarding the environmental condition of the Premises or any portion thereof and their state of compliance with Environmental Laws and to document their compliance with this Article during a physical walk-through of Signature's Premises or any portion thereof by City and Signature prior to the date that they are vacated or surrendered.

(d) "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.

(e) "Discharge" shall mean leaking, spilling, pouring, depositing or otherwise Disposing of Hazardous Substances or Other Regulated Material into land, wetlands or Waters, now or in the future.

(f) "Dispose", "Disposal" or "Disposing" and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(g) "Environmental Claim" shall mean any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law

(h) "Environmental Indemnitees" shall have the meaning set forth in Section 16.08.

(i) "Environmental Law(s)" shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the

foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(j) "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

(k) "NPDES" shall mean the National Pollutant Discharge Elimination System.

(l) "Other Regulated Material" shall mean any Waste, Contaminant, or any other material regulated under Environmental Law, not otherwise specifically listed or designated as a Hazardous Substance, that 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, or is a hazard to the environment or to the health or safety of persons.

(m) "Release" or "Released" means, any spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(n) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

(o) "Sublessee" shall include anyone to whom Signature leases any of its FBO facilities, including hangars, ramp space, office space, parking, support areas, and other portions of the Premises subject to this Agreement, including but not limited to the Premises, Airfield Area and Apron Area.

(p) "SWPPP" shall mean Storm Water Pollution Prevention Plan.

(q) "Waste" includes 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.

(r) "Waters" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

(s) All other terms used herein shall have the meaning set forth herein.

Section 16.02 - Signature Representations, Warranties, and Covenants.

Signature represents, warrants, and covenants the following:

(a) Signature has obtained and throughout the Term of this Agreement shall obtain, regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term of this Agreement. Signature shall require by written contract, where Signature has contractual privity and operational control, that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to such Associated Parties' their use of and operations at the Airport.

(b) Signature shall comply and direct its Associated Parties that are not under Signature's direction or control, and require by written contract where Signature has contractual privity and operational control that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport; provided, however, that nothing in this sentence limits Signature's cleanup obligations under this Article for Releases, Discharges, or Disposals occurring within the Premises.

(c) Signature shall not conduct its operations at the Airport during the Term of this Agreement so as to cause, unlawfully allow or contribute to, and shall direct its Associated Parties that are not under Signature's direction or control, and require by written contract where Signature has contractual privity and operational control that its Associated Parties do not cause:

- (i) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;
- (ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Signature or its Associated Parties at the Airport;
- (iii) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of City exceeding any terms, conditions or effluent limits of any permit issued to City, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;
- (iv) any Release, Discharge or Disposal to the soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or

- (v) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any Signature air permit.

(d) Signature shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Signature has contractual privity to, handle, use, store, Dispose of, transport, or otherwise manage, and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Signature has contractual privity to handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Agreement in a lawful manner. Without limiting the foregoing, Signature shall not conduct and shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Signature has contractual privity do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by City in consultation with Signature, in each case only to the extent such de-icing or anti-icing is performed by Signature or its Associated Parties while acting under Signature's direction or control. Except to the extent the activity occurs within the Premises, Signature shall not be responsible for de-icing or anti-icing performed by customers, aircraft owners or operators, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Signature.

(e) Signature shall be, shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Signature has contractual privity are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Signature or its Associated Parties, or resulting from Signature's use, activities, and operations, at the Airport during the Term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Signature shall ensure that either Signature or its controlled Associated Party(ies) signs such documents.

(f) Signature shall be, and ensure that its controlled Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Signature or its Associated Parties on the Premises during the Term of this Agreement. Maintenance frequencies for structural controls shall be established by Signature in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Signature shall ensure that

environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically listed on Exhibit F to this Agreement as the maintenance responsibility of Signature. Signature shall remove and properly Dispose of any Waste in said designated structural controls maintained by Signature prior to vacating the Premises. The structural controls for which Signature is responsible for maintaining as of the date of this Agreement are listed on Exhibit F, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of structural controls.

(g) If Signature or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the Midway Spill Response Guide, Signature shall report such Release, Discharge or Disposal to the appropriate governmental authorities in compliance with applicable Environmental Law, including the Midway Spill Response Guide. Signature shall ensure that its controlled Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

(h) Signature acknowledges that City is subject to certain permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Signature shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall, shall ensure that its controlled Associated Parties, and shall direct all other parties with whom Signature has contractual privity conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Signature acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable storm water permits and effluent limitation guidelines under Environmental Laws. Signature shall minimize the exposure to storm water of materials generated, stored, handled, or used by Signature or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and make them available to City upon reasonable request. Signature further acknowledges that any effluent limitation guidelines in any storm water discharge permit issued to City and timely provided to Signature applicable to the Signature are incorporated by reference into this Agreement to the extent

affecting Signature's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Signature's reasonable cooperation to assure City's compliance therewith. City shall provide advance notice to Signature of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to City which may affect Signature's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Signature's reasonable cooperation to assure City's compliance therewith.

(i) Signature or its controlled Associated Parties shall cooperate with City, as reasonably requested from time to time by City, to ensure that Signature's operations at or use of the Airport will not unreasonably interfere with City's implementation of its Chicago Midway International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

(j) Signature, prior to vacating or surrendering any portion of its Premises for any reason, shall:

- (i) remove and Dispose of any and all trash, debris, or Waste generated by Signature or its Associated Parties;
- (ii) remove any and all above-ground containers and non-permanent structural controls owned by Signature or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located on Signature's Premises, unless Signature and City agree otherwise; and
- (iii) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Signature or its Associated Parties and located on Signature's Premises.

(k) Signature understands and acknowledges that certain of its and City's future capital projects at the Premises may require review or approval by the FAA, the United States Environmental Protection Agency ("USEPA"), or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or City. If requested by City, Signature shall reasonably cooperate with City in its preparation of such submittals as are required of City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Signature's future capital projects or in connection with City capital projects at the Premises which benefit Signature.

Section 16.03 - Right of Entry to Perform Environmental Inspections and Sampling.

(a) City and its contractors and other agents shall have the full right to enter any part of the Premises, at all reasonable times and in City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Signature's operations thereon, or any other party's use and operations, including operations of Signature's Associated Parties. City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at City's expense. City shall coordinate with Signature and not materially interfere with Signature's operations in conducting such activities. City will provide seventy-two (72) hours' advance written notice of any planned City inspection or intrusive City sampling to Signature, except in emergencies, when advance notice shall not be required. Signature shall have the right to accompany City when any such inspection or sampling is performed, provided that City is not required to unreasonably delay its inspection or sampling to enable Signature to be present. Signature shall have the right to obtain, at Signature's expense, split samples, and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

(b) Signature shall cooperate, and shall ensure controlled that its Associated Parties cooperate, in allowing prompt, reasonable access to City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Signature or Signature's Associated Parties. Signature remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

Section 16.04 - Information to be Provided to City.

(a) If Signature receives any written notice, citation, order, warning, complaint, claim or demand regarding the Signature's use or operations of the Premises during the Term of this Agreement or other property at the Airport used by Signature pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

- (i) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Signature or by its Associated Parties; or
- (ii) alleging that Signature or any of its Associated Parties is the subject of an Environmental Claim or alleging that Signature or any Associated Party is, or may be, in violation of any Environmental Laws; or
- (iii) asserting that Signature or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Signature shall promptly, but not later than five (5) business days after Signature's receipt, inform City in writing of same, including a copy of such notice received by Signature.

(b) Signature shall simultaneously provide to City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (i) Signature's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Premises or other property at the Airport used by Signature pursuant to this Agreement, or
- (ii) any Release or Discharge arising out of the past or present operations at or use of the Premises or other property at the Airport used by Signature or its Associated Parties pursuant to this Agreement.

(c) In connection with any matter arising under this Section, Signature shall make available, within ten (10) business days of Signature's receipt of City's written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Signature has submitted to any governmental agency pertaining to the environmental compliance status of Signature's operations at or use of the Premises or other property at Airport used pursuant to this Agreement by Signature, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Signature or its Associated Parties at the Premises or other property at the Airport used by Signature pursuant to this Agreement.

Section 16.05 - Signature's Environmental Response and Compliance Obligations.

(a) Without limiting the indemnity obligations of this Article, if, during the Term of this Agreement, (1) Signature or any of its controlled Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the Midway Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Premises or at other property at the Airport used by Signature pursuant to this Agreement; or, (2) if any such Release, Discharge, or Disposal of a Hazardous Substance or other Regulated Material occurs within the

Premises in connection with Signature's operations at the Premises or the activities of its invitees on the Premises; Signature shall perform or cause to be performed, consistent with the provisions of this Article, the following:

- (i) notify the Midway Communications Center ("MCC") of such Release, Discharge, or Disposal as required by and in accordance with the Midway Spill Response Guide and applicable Environmental Laws;
- (ii) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;
- (iii) promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;
- (iv) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;
- (v) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and
- (vi) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to City.

Notwithstanding the foregoing, Signature's performance of any reporting, response, removal, remediation, corrective action, or cleanup obligation with respect to a Release, Discharge, or Disposal occurring within the Premises shall not waive, release, impair, limit, modify, prejudice, assign, transfer, subrogate, or otherwise affect any right, claim, defense, contribution right, cost-recovery right, reimbursement right, indemnity right, insurance right, contractual right, common law right, statutory right, or other remedy Signature has or may have against any person or entity actually or potentially responsible for such Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition. Signature's performance of any such obligation shall not be deemed an admission of responsibility for purposes of any claim by Signature against any such person or entity.

(b) Any remedial or other activity undertaken by Signature under this Article shall not be construed to impair Signature's rights, if any, to seek contribution or

indemnity from any person, consistent with the terms and limitations of this Agreement. No action taken by Signature to comply with an immediate reporting, response, or safety obligation shall be deemed an admission of responsibility for any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition.

Section 16.06 - Investigation, Remediation, or Corrective Action Process. Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions required to be performed at the Airport under this Agreement, except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 16.05, Signature shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Signature's expense to the extent the applicable Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition is Signature's responsibility under this Article, and City shall have the right to review and inspect all such work at any time using consultants and representatives of City's choice, at City's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Signature may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Signature shall reimburse City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation and otherwise be responsible for such other costs and expenses to the extent the applicable condition is Signature's responsibility under this Section. Signature shall, to the extent the applicable matter is Signature's responsibility under this Article, at Signature's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

Section 16.07 - City's Rights to Ensure Signature Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by City, Signature, or its Associated Parties while acting for or under Signature's direction or control:

- (i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under this Article within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or
- (ii) do not perform or complete appropriate reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under this Article within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both subclauses (i) and (ii) above, City must first provide reasonable advance written notice to Signature of Signature's failure to comply with such obligations and a reasonable opportunity for Signature to cure such failure to comply by Signature initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible),

then City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action City reasonably deems necessary to meet Signature's obligations under Environmental Laws, within the time required under such Environmental Laws. In addition to notice and opportunity to cure as set forth in Section 16.07(a)(ii) above, City shall provide Signature with its plan to perform such work for Signature's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by City, except in emergency circumstances where such advance notice is not possible. Such action taken by City consistent with the requirements of this Agreement shall be at Signature's expense only to the extent the applicable Release, Discharge, Disposal, violation, or other condition is Signature's responsibility under this Article, plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

With respect to Associated Parties that are not acting for or under Signature's direction or control, Signature's cure obligation shall be limited to directing such Associated Parties to comply with applicable Environmental Laws and applicable Airport requirements; provided, however, that nothing in this sentence limits Signature's cleanup obligations under Section 14.5 for Releases, Discharges, or Disposals occurring within the Premises.

(b) Except as set forth elsewhere in this Article, if City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided herein, then City shall provide reasonable advance written notice to Signature of its intention to take actions, to the extent of Signature's obligations for such actions as provided in this Article, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of this Article. Signature shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by City and, as appropriate, shall provide a basis for City's pursuit of any responsible parties consistent with the provisions of this Article. In addition to the above written notice, City shall provide Signature with its plan to perform such actions for Signature's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by City, after which the costs of such actions, if implemented by City, shall be charged to Signature except to the extent Signature establishes by reasonable evidence, which the Commissioner shall not unreasonably reject, that the Release, Discharge, Disposal, or other condition was not caused by Signature or its Associated Parties while acting under Signature's direction or control.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including sampling data, environmental reports, regulatory records, historical site plans, aerial photographs, product type, chemical composition, location, depth, migration pathway, groundwater flow, prior airport use, prior tenant use, City infrastructure, third-party activity, historical fill, underground or aboveground storage tanks, institutional controls, engineered barriers, or other evidence tending to show that Signature or its Associated Parties did not cause the applicable condition.

If City disputes whether Signature has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Signature. If City and Signature cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental

association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Signature under this Agreement and shall not limit either party's rights against any third party.

(c) In the event any Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the effective date of this Agreement is encountered on any portion of Signature's Premises that Signature also leased under its prior Lease Agreement immediately preceding this Agreement, Signature shall be presumed to be responsible for all costs incurred in connection with such impacts, including investigation, removal, remediation, or other required plan, report, or Response action, unless and to the extent Signature provides reasonable evidence to the Commissioner demonstrating that Signature and its corporate predecessors (including any corporate predecessor that had possession, control or use of the Premises) are not and were not responsible for the Release, Discharge or Disposal. The Commissioner shall employ reasonable discretion in reviewing and determining such evidence, including any evidence the City may also provide.

For purposes of this Section, reasonable evidence may include technical, historical, operational, regulatory, documentary, or circumstantial evidence, including evidence that the condition predates Signature's or its corporate predecessor's possession, control, or use of the affected area; the Hazardous Substance or Other Regulated Material is not of a type used, stored, handled, generated, or released by Signature or its corporate predecessors in the affected area; the condition is consistent with historical airport operations, City-owned or City-controlled infrastructure, prior tenant operations, historical fill, underground or aboveground storage tanks not installed or used by Signature, capped conditions, institutional controls, engineered barriers, migrating contamination, or other third-party sources; or sampling, chemical fingerprinting, age dating, boring logs, groundwater flow, soil stratigraphy, regulatory files, closure documentation, aerial photographs, historical site plans, construction records, maintenance records, environmental reports, or other environmental records indicate a non-Signature source.

If City disputes whether Signature has satisfied its burden, either party may submit the disputed causation or responsibility issue to an independent third-party environmental consultant mutually selected by City and Signature. If City and Signature cannot agree on the consultant within ten (10) business days, either party may request that the consultant be selected by a mutually recognized professional environmental association or, absent agreement on such association, by a court of competent jurisdiction. The consultant shall issue a written determination applying a more-likely-than-not standard. The determination shall be binding solely for purposes of allocating responsibility as between City and Signature under this Agreement and shall not limit either party's rights against any third party.

(d) Nothing in this Section is intended or shall be construed so as to prevent City or Signature from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

Section 16.08 - Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Signature agrees to indemnify, defend, and hold harmless City, its past and present elected and appointed officials, officers, agents and employees ("Environmental Indemnitees"), from and against any and all Environmental Claims to the extent resulting from:

- (i) the breach by Signature of any representation or warranty made in this section; or
- (ii) the failure of Signature to meet its obligations under this section, whether caused or unlawfully allowed by Signature or any third party under Signature's direction or control; or
- (iii) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Signature or by or the failure of Signature or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Signature or its Associated Parties at the Premises or at other property at the Airport used by Signature pursuant to this Agreement, during the Term of this Agreement;
- (iv) For clarity, Signature shall have no indemnity obligation for Environmental Claims to the extent arising out of or relating to (A) the negligence, willful misconduct, breach, or violation of Environmental Law by any Environmental Indemnitee, (B) any City-owned or City-controlled infrastructure, (C) acts or omissions of customers, aircraft owners or operators, pilots, crew, passengers, invitees, governmental authorities, other airport users, other FBOs, commercial airlines, or other third parties not acting for or under the direction or control of Signature occurring outside of the Premises, or (D) any condition not caused by Signature or its Associated Parties while acting under Signature's direction or control that occurred outside of the Premises.

Notwithstanding the foregoing, Signature's indemnity obligations under this Section shall apply only to Environmental Claims arising from matters for which Signature is responsible under this Article, and shall be subject to all limitations, exclusions, reimbursement rights, evidentiary rights, expert determination rights, and third-party recovery rights set forth in this Article.

(b) Signature's duty to defend applies only to Environmental Claims alleging facts that, if true, would require Signature to perform or pay for cleanup, remediation, response, removal, corrective action, or other obligations under this Section. If an Environmental Claim involves both matters for which Signature would be responsible and matters for which Signature would not be responsible, Signature shall be responsible only for reasonable and documented defense costs allocable to the matters for which Signature would be responsible. Further, Signature's obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Signature's and its Associated Parties' proportionate share of the total fault which proximately caused the Environmental Claims as determined by mutual agreement or by a court of competent jurisdiction determines by a final order.

(c) City shall provide Signature with prompt notice of any Environmental Claims to allow Signature the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Signature shall, at its own cost and expense, defend all Environmental Claims for which Signature has a defense obligation under this Article whether frivolous or not. If Signature fails to defend any Environmental Claims for which it is responsible, after reasonable notice to Signature, the City may take such actions as City deems appropriate in its reasonable judgment, including but not limited to investigations, removals, remediation, or corrective actions with respect to any Environmental Claims. Signature shall reimburse City, upon written demand by City, for all reasonable and documented costs that City incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses. If Signature performs, pays, reimburses, indemnifies, or defends with respect to any Environmental Claim, Release, Discharge, Disposal, violation of Environmental Law, or other environmental condition that is later determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination under this Section not to be Signature's responsibility under this Section, City shall reimburse Signature for the reasonable and documented costs incurred by Signature for cleanup, remediation, response, removal, corrective action, indemnification, defense, settlement, consultants, contractors, attorneys, experts, regulatory submissions, and related expenses, to the extent not recovered by Signature from any actually or potentially responsible third party.

(d) Nothing in this Agreement waives, limits, or impairs Signature's rights of contribution, subrogation, reimbursement, indemnity, cost recovery, or other claims against City, any Environmental Indemnitee, or any other person or entity to the extent arising out of or relating to City-caused, Environmental Indemnitee-caused, pre-existing, legacy, historical, migrating, Airport-wide, infrastructure-related, third-party, or non-Signature-caused contamination or Environmental Claims.

(e) Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

(f) Any claims for environmental matters shall be subject to this Article and shall not be subject to the General Indemnity provisions elsewhere in this Agreement.

(g) **City Reimbursement for Non-Signature Matters.** Without creating an indemnity obligation of City to Signature, City shall reimburse Signature for reasonable and documented costs, expenses, losses, liabilities, defense costs, settlements, judgments, fines, penalties, investigation costs, response costs, removal costs, remediation costs, corrective action costs, consultant fees, contractor fees, attorneys' fees, expert fees, regulatory costs, and related expenses incurred by Signature to the extent arising out of or relating to any Release, Discharge, Disposal, Environmental Claim, violation of Environmental Law, or other environmental condition that is determined by written agreement of the parties, final order, final agency determination or independent third-party environmental consultant determination not to be Signature's responsibility under this Section.

Section 16.09 - Limitations. Signature's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Signature's or its corporate predecessor(s)'s initial occupancy, operations, or use of such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Signature or its corporate predecessor(s) nor any other party under Signature's or its corporate predecessor(s)'s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Signature or its corporate predecessor(s) or third parties under Signature's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Signature or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Signature's or its corporate predecessor(s)'s direction or control.

Section 16.10 - Baseline Environmental Site Inspection. Within ninety (90) days of the Effective Date of this Agreement, City shall have the opportunity to perform, at its own expense, a physical walk-through of the Premises regarding the environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. City shall provide Signature with an opportunity

to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered for which Signature bear responsibility under this Article, the relevant provisions of this Article shall apply.

Section 16.11 - Concluding Environmental Site Inspection. At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Signature shall provide City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Lease Premises being vacated, and their state of compliance with the requirements of this Article. City shall provide Signature with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Signature has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Signature or anyone operating on its behalf is responsible as required by this Article, or has otherwise failed to comply with the requirements of this Article, City will share its Concluding Walk-Through report and any relevant photographs with Signature. Signature will remove or correct any items to the extent not in compliance with the requirements of this Article within thirty (30) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Signature to perform the corrective actions; provided that, if the corrective action cannot reasonably be completed within thirty (30) days, Signature shall have such additional time as is reasonably necessary so long as Signature commences corrective action within such thirty (30)-day period and diligently pursues completion. The parties agree that leased facilities and equipment being surrendered or vacated shall be left by Signature in a State of Good Repair. However, tanks, structures and other items and materials owned by Signature may revert to City upon agreement of the parties with City accepting such tanks, structures and other items and materials in an "as is, where is" condition.

Section 16.12 - Signature Hazardous Substance-Related Equipment and Fixtures. Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Signature shall at all times remain the property of Signature, and ownership of or responsibility for such equipment shall not pass to City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and the Signature. No such equipment shall be installed without the written consent of City. The list of structural controls in Exhibit F shall be amended by agreement of the parties to reflect such installation.

Section 16.13 - Waiver. Any waiver of any provision of this Article, or any delay by City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of City, it being intended that no waiver shall be implied by City's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed

and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to City elsewhere in this Agreement, at law, in equity, or otherwise.

Section 16.14 - Notice. With respect to those provisions of this Section which expressly require City to provide written notice to Signature, electronic mail to the designated Signature representative will satisfy such requirement. The parties' addresses for environmental notices shall be those provided in Article XIV herein.

Section 16.15 - Applicability of Environmental Provisions to Signature Use of or Operations at Airport. The provisions of this Article shall apply only to Signature's use of and operations at the Airport pursuant to this Agreement. These provisions shall not apply to, amend, supersede, modify, or be incorporated into any other lease, license, permit, construction agreement, service agreement, access agreement, operating agreement, or other contract or agreement between Signature and City unless such other agreement is expressly amended in a written instrument signed by both parties.

Section 16.16 - Survival of Environmental Provisions. Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Signature, are intended to and shall survive termination of this Agreement solely with respect to obligations and liabilities for which Signature is responsible under this Article, and only for so long as the applicable Environmental Claim, legal obligation, or liability remains outstanding under Environmental Laws.

ARTICLE XVII - AUTHORITY

Section 17.01 - City's Authority. This Agreement is authorized by an Ordinance passed by City of Chicago City Council on _____ (C.J.P. _____). Wherever this Agreement provides that an act is to be taken or performed, or approval or consent is to be given by City, such act may be taken or performed, or approval or consent may be given, by the Commissioner, without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either (i) an extension of the Term (beyond any permitted renewals), (ii) a decrease in the Rent other than such decreases expressly provided for herein, or (iii) expansion of the Premises; provided, however, that non-material changes may be made to the boundaries of the Premises to conform to a survey. The Commissioner may execute an amendment to the Agreement provided that he or she is authorized to take or perform the act, or provide the consent or approval, giving rise to such amendment.

Section 17.02 - Signature's Authority. Execution of this Agreement by Signature is authorized by corporate resolution, and the Signatures of each person signing on behalf of Signature have been made with complete and full authority to commit Signature to all

terms and conditions of this Agreement, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

IN WITNESS WHEREOF, City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of City Council of City of Chicago, and Signature Aviation Corporation has caused this Agreement to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors.

CITY OF CHICAGO

Brandon Johnson, Mayor

Recommended by:

Michael McMurray
Commissioner of Aviation

Signature Flight Support LLC

By:

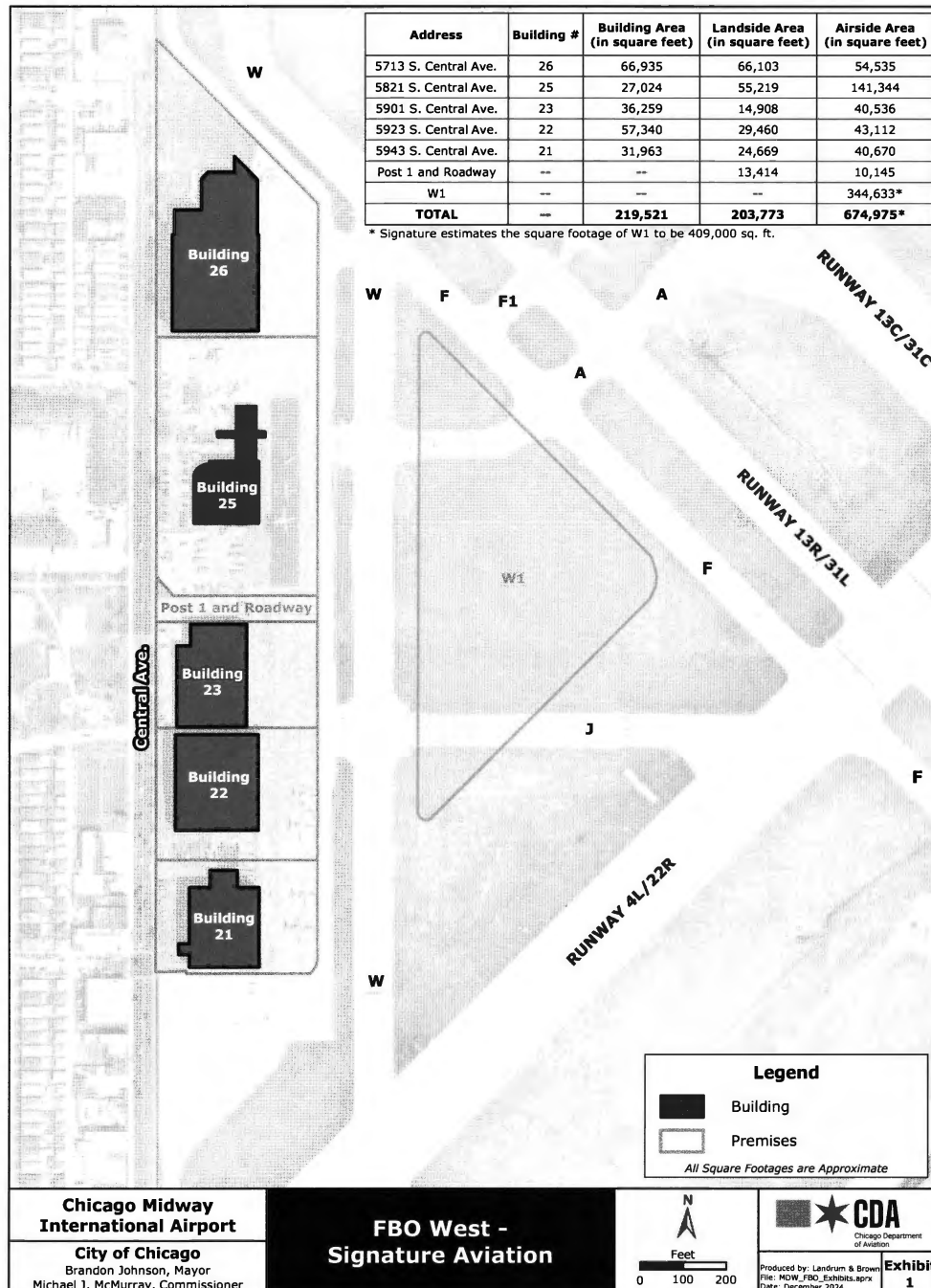
Its: _____

[(Sub)Exhibits "C", "D" and "F" referred to in this Facilities Lease and Use Agreement with Signature Flight Support LLC at Chicago Midway International Airport unavailable at time of printing.]

[(Sub)Exhibits "A", "B" and "E" referred to in this Facilities Lease and Use Agreement with Signature Flight Support LLC at Chicago Midway International Airport printed on pages 46819 through 46823 of this *Journal*.]

(Sub)Exhibit "A".
 (To Facilities Lease And Use Agreement With Signature Flight Support LLC
 At Chicago Midway International Airport)

Premises.



(Sub)Exhibit "B".

(To Facilities Lease And Use Agreement With Signature Flight Support LLC
At Chicago Midway International Airport)

Rent Schedules.

Address	Land SF	Net Land SF	Ground Rental Rate	Ground Rent Total	Building SF	Building Rental Rate	Building Rent Total
1 Infield triangle	400,000	400,000	\$1.30	\$520,000			
2 5943 S. Central	104,913	104,913 - 32,439 = 72,474	\$1.30	\$94,216	31,963	\$8.50	\$271,685
3 5923 S. Central	104,913	104,913 - 42,637 = 62,276	\$1.30	\$80,958	57,340	\$8.50	\$487,390
4 5821 S. Central	171,675	171,675 - 26,397 = 145,278	\$1.30	\$188,861	27,024	\$10.50	\$283,752
5 5825 S. Central	57,225	57,225 - 3,823 = 53,402	\$1.30	\$69,422	8,662	\$1.14	\$9,874
6 5901 S. Central	76,259	76,259 - 37,494 = 38,765	\$1.30	\$50,512	36,259	\$10.50	\$380,719
7 5713 S. Central	190,159	190,159 - 69,361 = 120,798	\$1.30	\$157,037	66,935	\$7.50	\$502,012
SUB- TOTAL RENT				\$1,161,006			\$1,935,432

TOTAL PREMISES RENT: \$3,096,438

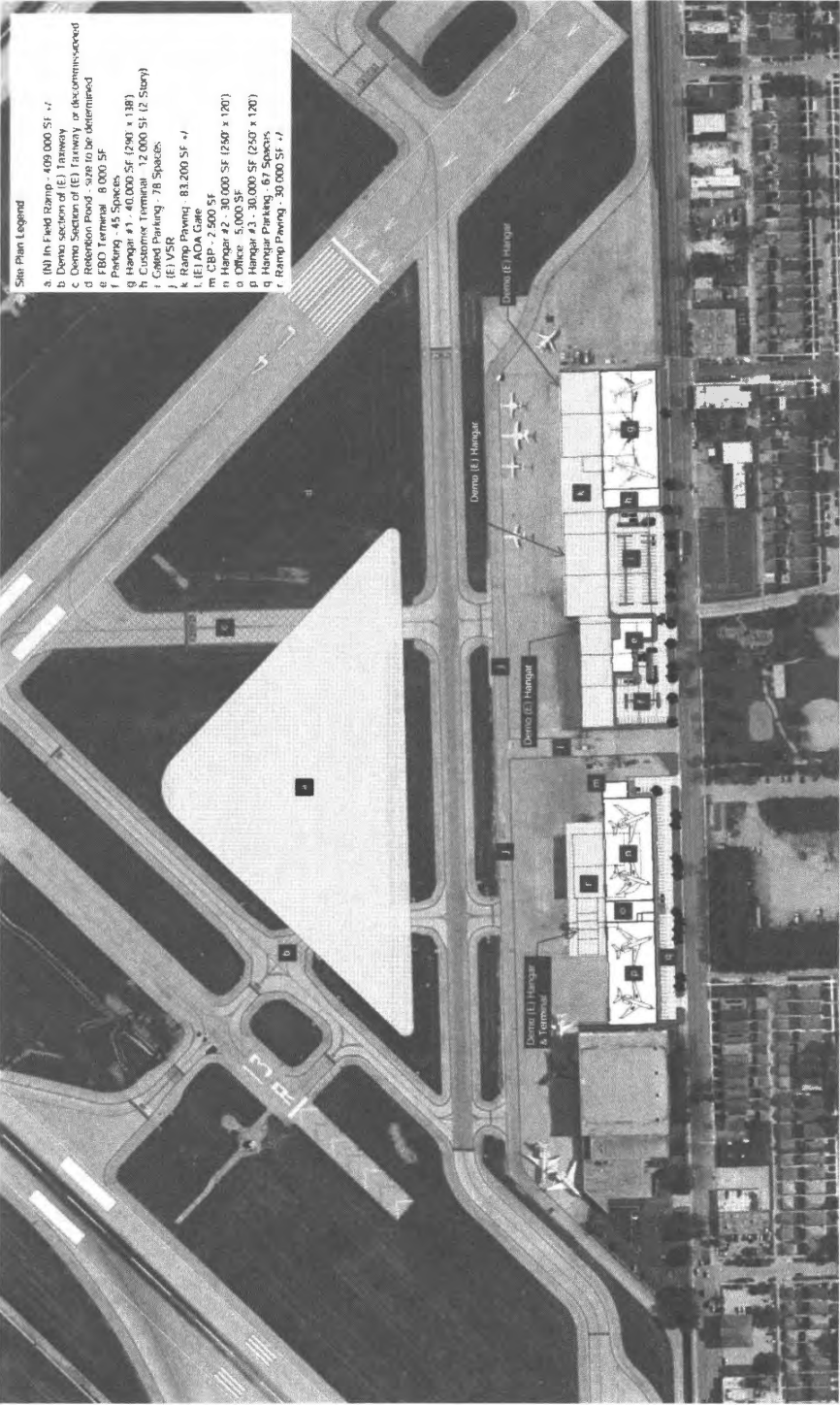
(Sub)Exhibit "E".
(To Facilities Lease And Use Agreement With Signature Flight Support LLC
At Chicago Midway International Airport)

Development Plan.

- A. Development Description: The capital development plan will be inclusive of approximately 400,000 SF of an infield ramp expansion area, demolishing all existing facilities (excluding 5713 S Central Ave), rebuilding a new 8,000 SF FBO terminal, a new two-story 12,000 SF dedicated customer terminal, three new hangars totaling approximately 100,000K of aircraft storage space and associated ramp repairs and vehicle parking.
- B. Capital Commitment: The estimated total capital spend for the project is sixty-four million, two hundred and eighty-three thousand, nine hundred and forty-four dollars (\$64,283,944). As referenced in Section 5.04, the capital commitment to the CDA will equal 95% of the estimated total capital spend.
- C. Project Timing: The project will be developed in a phased approach. Description of work and timing oh each phase is described below along with the associated site plans for each phase.
 - a. Phase 1
 - i. Estimated completion: Q4 2027
 - ii. Description: 400,000 SF of in-field ramp development
 - b. Phase 2
 - i. Estimated completion: Q2 2029
 - ii. Description: Demolish existing facilities on the south side of the property and construct new FBO terminal, new dedicated customer terminal, one 40,000 SF hangar and associated ramp and vehicle parking areas
 - c. Phase 3
 - i. Estimated completion: Q4 2029
 - ii. Description: Demolish existing FBO terminal and attached hangar and construct two 30,000 SF hangars with associated ramp, and vehicle parking.

Existing Facilities

Development Plan



COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF CHAPTER 2-74 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-74-076 TO ESTABLISH DEPARTMENT OF HUMAN RESOURCES HIRING PREFERENCE FOR CHILDREN AND SPOUSES OF CHICAGO FIRST RESPONDERS KILLED IN LINE OF DUTY.

[SO2025-0019977]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an amendment of Municipal Code Chapter 2-74 by adding new Section 2-74-076 to establish Department of Human Resources hiring preference for children and spouses of Chicago first responders killed in the line of duty (SO2025-0019977), begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

On motion of Alderperson Ervin, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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. Chapter 2-74 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-74-076, as follows:

2-74-076 Line of duty hiring preference.

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

“Commissioner” means the Commissioner of Human Resources.

“Covered position” means any position that falls into the categories described in subsections (5), (6), (8) and (13) of Section 2-74-030.

“Department” means the Department of Human Resources.

“First responders” means City of Chicago sworn Police and uniformed Fire Department personnel.

“Immediate family member” means any of the following family members of a first who dies in the line of duty: (1) spouse at time of death, (2) parents, (3) children by blood, adoption or marriage, (4) brother and sisters including step and half, and (5) grandchildren.

“Minimally qualified” means meeting the minimum requirements listed in a published job description or employment notice.

(b) The Department shall establish a line of duty preference at the time of processing for minimally qualified applicants for covered positions who are immediate family members of first responders who died in the line of duty. Under this preference, unless superseded by an applicable collective bargaining agreement, immediate family members who meet the minimum requirements for the covered position for which they apply, shall receive consideration before other qualified applicants for approved, vacant positions.

(c) Any minimally qualified applicant who qualifies as an immediate family member under this section, and who is not selected to fill a covered position for which they apply shall be notified in writing no more than 90 days after the decision is made to not hire such applicant.

(d) The Commissioner is authorized to adopt rules for the proper administration and enforcement of this section.

SECTION 2. This ordinance shall be in full force and effect 150 days after passage and publication.

REDEVELOPMENT AGREEMENT WITH TRUDELTA LLC TO PROVIDE
NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE FOR DEVELOPMENT OF
THE K ENTREPRENEURSHIP HUB PROJECT AT 4400 W. MADISON ST.

[O2026-0026260]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 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 redevelopment agreement with Trudelta LLC to provide Neighborhood Opportunity Fund (NOF) assistance for development of property of the K Entrepreneurship Hub Project at 4400 West Madison Street in the 28th Ward (O2026-0026260), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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, Chapter 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner of Planning and Development (the "Commissioner") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of

the NOF Ordinance and is eligible to receive a NOF grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

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

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

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

SECTION 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

SECTION 4. 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 5. 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".
(To Ordinance)

The K Entrepreneurship HUB Redevelopment Agreement.

(Medium Community Development Grant Program)
Version 2026.04

This agreement was prepared by and
after recording return to:
Tenniecia Williams, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

THE K ENTREPRENEURSHIP HUB REDEVELOPMENT AGREEMENT
(Medium Community Development Grant Program)
Version 2026.04

This K Entrepreneurship Hub 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 Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information," the Recitals, or in Section 2, as applicable.

TABLE OF CONTENTS

Project Information	Section 10 Indemnification
Signature Page	Section 11 Default and Remedies
Section 1 Recitals	Section 12 Mortgaging of the Project
Section 2 Definitions	Section 13 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Project Financing	Exhibit B Project Budgets (Project, M/WBE, City-Funded Improvements)
Section 5 Conditions Precedent	Exhibit C Insurance Requirements
Section 6 Completion of Construction or Rehabilitation	Exhibit D Requisition Form
Section 7 Covenants/Representations/Warranties of Developer	Exhibit E Annual Compliance Report
Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable
	Exhibit H Approved Prior Expenditures, if applicable

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition												
Base Grant (Project Information)	\$ [indicate amount]												
Certificate Deadline (6.05)	[THE DATE 2 YEARS AFTER THE CLOSING DATE]												
Closing Date (preamble)													
Commencement Date (3.01)													
Developer (preamble)	Trudelta LLC, an Illinois limited liability company												
Estimated Project Cost (3.02)	\$8,342,142												
Funding Sources (3.02)	<table border="1"> <thead> <tr> <th>Funding Source</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Equity</td><td>\$25,000</td></tr> <tr> <td>Lender Financing</td><td>\$3,000,000</td></tr> <tr> <td>NOF Funds (Base Grant + Local Residency Bonus)</td><td>\$3,769,642</td></tr> <tr> <td>Grants and Subsidies</td><td>\$1,547,500</td></tr> <tr> <td>TOTAL</td><td>\$8,342,142</td></tr> </tbody> </table>	Funding Source	Amount	Equity	\$25,000	Lender Financing	\$3,000,000	NOF Funds (Base Grant + Local Residency Bonus)	\$3,769,642	Grants and Subsidies	\$1,547,500	TOTAL	\$8,342,142
Funding Source	Amount												
Equity	\$25,000												
Lender Financing	\$3,000,000												
NOF Funds (Base Grant + Local Residency Bonus)	\$3,769,642												
Grants and Subsidies	\$1,547,500												
TOTAL	\$8,342,142												
Local Residency Bonus (4.05)	not applicable												
NOF Funds (Project Information)	\$3,769,642												
Notice Addresses (13.14)	<u>If to the Developer:</u> Trudelta LLC 3256 West Washington Boulevard Chicago, Illinois 60624 <u>Attention:</u> Jim Webb with a copy to [NAME OF DEVELOPER'S LAW FIRM] [ADDRESS OF DEVELOPER'S LAW FIRM] <u>Attention:</u> [NAME OF DEVELOPER'S COUNSEL] <u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602												

Term (Agreement Section where first used)	Definition
	<u>Attention:</u> Commissioner with a copy to City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division
Ordinance Date (Recitals)	
Permanent Jobs (7.06)	Not less than _____ full-time equivalent (minimum of 35 hours per week) permanent jobs at the Project
Permitted Liens (7.01)	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.
Project (Project Information)	The Developer will redevelop the property into a 13,100 square foot office, advisory services, café and event space development containing the economic wellness component of the Sankofa Wellness Village. The hub is designed to incubate and accelerate the scaling of local entrepreneurs until they are ready to expand their businesses along the Madison and Pulaski corridor or within the broader West Side region.
Trade Names (5.05)	N/A

Developer Signature Page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Closing Date.

Trudelta LLC,
an Illinois limited liability company

By: _____
Name:
Title:

NOTARY CERTIFICATION

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 Jim Webb (the "Representative"), personally known to me to be the [manager] of Trudelta 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 _____, 20__.

Notary Public

My Commission Expires _____

(SEAL)

City Signature Page to Redevelopment Agreement**CITY OF CHICAGO,**

acting by and through its Department of Planning and Development

By: _____

Cierra Boatright

Commissioner of Planning and Development

NOTARY CERTIFICATION

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 Cierra 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 the 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 _____, 20__.

Notary Public

My Commission Expires _____

(SEAL)

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.

B. **Municipal Code Authority.** The City is authorized under Chapter 16-14 (the "NOF Ordinance") of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code") to finance private projects meeting the criteria described in the NOF Ordinance.

C. **City Council Authority.** On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance authorizing the Commissioner of Planning and Development (the "Commissioner") to enter into this Agreement to fund a portion of the costs of the Project.

D. **City Financing.** The City agrees to use NOF Funds, in the amounts set forth in the table headed "Project Information", to pay for or reimburse the Developer for the costs of NOF-Funded Improvements (as defined below) 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 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information" or the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" means a signed report from Developer to the City in substantially the form attached as Exhibit E to this Agreement.

"Certificate" has the meaning set forth in Section 6.01 hereof.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.06.

"City Council" has the meaning set forth in the Recitals hereof.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which is deemed to be the date appearing on page 2 of this Agreement.

"Compliance Period" means that period beginning on the date of the issuance of the Certificate until the fifth anniversary of such date, subject to extension under Section 11.03(b).

"Corporation Counsel" means the City's Department of Law.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"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 funds of Developer (other than funds derived from Lender Financing) available for the Project, in the amount set forth in the Funding Sources.

"Escrow" means, if applicable, the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means, if applicable, the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), substantially in the form of Exhibit G attached hereto.

"Event of Default" has the meaning set forth in Section 11 hereof.

"Final Project Cost" means the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 6.01 hereof.

"General Contractor" means the general contractor(s) hired by the Developer to complete the construction of the Project.

"IEPA" means the Illinois Environmental Protection Agency.

"Lender Financing" means funds borrowed by Developer from lenders and available to pay for Costs of the Project in accordance with the terms and conditions of any applicable agreements between the Developer and such lenders, in the amounts set forth in the Funding Sources.

"Local Residency" means (a) if the Developer is an individual, the Developer maintains their primary residence in a Qualified Investment Area, and (b) if the Developer is a legal entity, the individuals who collectively own, directly or indirectly, a majority of the ownership interests in the Developer each maintain their primary residence in a Qualified Investment Area.

"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 budget attached hereto as Exhibit B.

"MBE/WBE Program" has the meaning set forth in Exhibit F hereof.

"Municipal Code" has the meaning set forth in the Recitals.

"NFR Letter" means a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"NOF" means the Neighborhood Opportunity Fund described in the NOF ordinance.

"NOF Funds" means the funds derived from NOF and payable under this Agreement, which shall be less than \$5,000,000 and is the aggregate amount of Base Grant and Local Residency Bonus.

"NOF-Funded Improvements" means those improvements of the Project which qualify as NOF Eligible Costs and the City has agreed to pay for out of NOF Funds, subject to the terms of this Agreement. Exhibit B lists the NOF-Funded Improvements for the Project under the column headed "City-Funded Improvements."

"NOF Eligible Cost(s)" has the meaning given such term in the NOF Ordinance.

"NOF Ordinance" has the meaning set forth in the Recitals.

"Occupancy Covenant" has the meaning set forth in Section 7.05 hereof.

"Operations Covenant" has the meaning set forth in Section 7.04 hereof.

"Project Budget" means 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" means the real property described on Exhibit A.

"Qualified Investment Area" has the meaning given such term in the NOF Ordinance.

"Requisition Form" means 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.

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

"Site Remediation Program" means the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

"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 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).

"Sustainable Development Policy" means the Chicago Sustainable Development Policy for the Project in effect as of the Closing Date.

"Term of the Agreement" means the period of time commencing on the Closing Date and ending at the fifth anniversary of the date the Certificate is issued, subject to extension under Section 11.03(b).

"Title Company" means Chicago Title and Trust.

"Title Policy" means 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.

"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 **Project Completion.** With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Certificate Deadline.

3.02 Estimated Project Cost; Project Budget; 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. Project costs shall be applied in the manner set forth in the Project Budget. The Developer hereby certifies to the City that (a) the Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and 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 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 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.

3.04 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 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 Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than 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. Prior to the issuance of the Certificate, 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.

SECTION 4. PROJECT FINANCING

4.01 **Estimated Project Cost.** The Estimated Project Cost represents the estimated cost of the Project and shall be applied in the manner set forth in the Project Budget.

4.02 **NOF Funds.** Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the NOF Funds to pay for or reimburse the Developer for the costs of the NOF-Funded Improvements and allocated by the City for that purpose; provided, however, that the total amount of NOF Funds expended will be reduced on a dollar for dollar basis if the Final Project Cost is less than the Estimated Project Cost.

4.03 **Uses of NOF Funds.** NOF Funds may only be used to pay directly or reimburse Developer for costs of NOF-Funded 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 NOF 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 NOF Eligible Cost.

4.04 **Distribution of NOF Funds.**

Direct Payment Multiple Installments: Subject to the conditions described in Section 4.02 and Section 4.03, the City shall disburse the NOF Funds in installments as described below:

Installment	Amount	Conditions for Reimbursement
First, at 30% Project Completion	30% of NOF Funds, up to the amount of \$1,139,893	Evidence that (a) the Project is 30% complete, as measured in costs incurred under the Project Budget, and (b) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment.
Second, at 60% Project Completion	30% of NOF Funds, up to the amount of \$1,139,893	Evidence that (a) all the conditions for reimbursement of the First installment have been satisfied, (b) the Project is 60% complete, as measured by costs incurred under the Project Budget, and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installment).
Third, at 90% Project Completion	30% of NOF Funds, up to the amount of	Evidence that (a) all the conditions for reimbursement of the First and Second Installments have been satisfied, (b) the Project is 90% complete, as measured by costs incurred under the Project Budget,

	\$1,139,893	and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installments).
Final, at 100% Project Completion	10% of NOF Funds, up to the amount of, and no more than \$376,964	Evidence that (a) all the conditions for reimbursement of the First, Second and Third Installment have been satisfied, (b) the Certificate has been issued, and (c) Developer has incurred NOF-Funded Improvement costs in an equal amount to, or greater than, the amount of such installment (excluding NOF-Funded Improvement costs reimbursed in any prior installments).

4.05 Local Residency Bonus. The Local Residency Bonus is a bonus of up to 25% of the total project cost, not to exceed a total of \$500,000, inclusive of the \$5 million NOF Funds limit for Group II Awards (as defined in the Municipal Code). If the Developer has satisfied the requirements described below, the Local Residency Bonus will be funded by the City according to Section 4.04 at 100% Project Completion. To receive the Local Residency Bonus, the Developer must demonstrate Local Residency, at the time of application submittal and at Project completion, by providing at least two of the following four documents as proof of residency for each of the required individuals:

- i) Copy of the recorded lease or deed;
- ii) Driver's license or State ID;
- iii) Voter's registration card; or
- iv) Utility bill dated within the last 90 days

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of NOF Funds 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 NOF Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than NOF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer.

4.09 Cost Overruns. If the aggregate cost of NOF-Funded Improvements exceeds NOF 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.

4.10 Conditional Grant. NOF Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The NOF Funds are subject to being reimbursed as provided in Section 11.02.

4.11 Return of NOF Funds Upon Refinance, Sale, or Transfer. For the purposes of this section, the term "Capital Event" shall mean an arms-length sale, transfer, or refinancing of the Project, excluding a refinancing of the construction loan (if any) to a permanent loan as part of the normal course of business. Upon the occurrence of a Capital Event during the Term of the Agreement, the Developer agrees to pay and remit to the City an amount equal to one hundred percent (100%) of the NOF Funds paid to date.

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 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 has 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 Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured in at least the amount of NOF Funds, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's ALTA 9 endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access survey, encroachment and damages for mineral production. 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 Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments
U.S. District Court	Bankruptcy

5.06 Environmental. Developer has provided DPD with copies of that certain Phase I Environmental Site Assessment ("Phase I ESA") completed with respect to the Property and any Phase II Environmental Site Assessment ("Phase II ESA") 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 audit(s). If applicable based on results of the Phase II ESA, the Developer shall provide the City with a final comprehensive NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof.

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 Pre-Construction Compliance Informational Conference. Developer shall provide to the City a copy of the Pre-Construction Compliance Meeting Follow-Up letter issued and signed by the Department of Housing's Bureau of Construction and Compliance.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

5.12 Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a 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 NOF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

5.13 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project.

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. 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 them.

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 make its best 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 NOF Funds (in accordance with Section 4.04) in connection with the Project, until 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 NOF Funds will be reduced on a dollar for dollar basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred NOF Eligible Costs in an equal amount to, or greater than, the NOF Funds;
- 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 Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- 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 E.

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.

Those covenants specifically described at Sections 7.02, 7.04 and 7.05 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, subject in each case to Section 11 hereof:

(a) the right to terminate this Agreement and cease all disbursement of NOF Funds not yet disbursed under this Agreement; and

(b) the right to seek reimbursement of the previously disbursed NOF 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.

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the Closing Date and as of the date of each disbursement of NOF Funds 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) Before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except 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 this subsection (i) shall not apply to a transfer of property from the Developer to an Affiliate of 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) 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 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 upon issuance by the City of a Certificate with respect thereto.

7.03 Use of NOF Funds. NOF Funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for NOF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. During the Compliance Period, the Developer hereby covenants and agrees to maintain its operations at the Project (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. During the Compliance Period, the Developer hereby covenants and agrees to maintain that not less than one hundred percent (100%) of the Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.06 Jobs Reporting Requirement. (a) The Developer, throughout the Term of the Agreement, shall submit to DPD information about the number of jobs created or retained as a result of the Project in a form acceptable to DPD in its sole discretion as part of the Annual Compliance Report.

(b) The Developer intends to create the Permanent Jobs, either directly or through its tenant if the Property is leased, within two (2) years of completion of the Project at the Property through the Term of the Agreement. Failure to create the Permanent Jobs shall not constitute an Event of Default under this Agreement.

7.07 Annual Compliance Report. During the Compliance Period, the Developer shall submit to DPD by June 30th of each year the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding calendar year. If this report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the report will constitute an event of default.

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 NOF Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any NOF-Funded Improvement or other Project costs, as applicable. Developer shall provide information with respect to any entity to receive NOF Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using NOF Funds, 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, the NOF program, 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 Project 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 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.

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 Recorder's Office of Cook County. 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 agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

7.17 Governmental Charges.

(a) 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, 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.

(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. 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; 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.

7.18 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.

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 with the Annual Compliance 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

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

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 10. INDEMNIFICATION

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, 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 fifty percent (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; or

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

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 NOF Funds and may seek reimbursement of NOF Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. (a) In the event Developer shall fail to perform a 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 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; provided, further, that this Section shall not apply to Developer's failure to comply with Sections 3.06, 6.03, 7.01(i), 7.01(j), or 7.04 of this Agreement.

(b) If an Event of Default occurs under Section 7.05 or Section 7.06(a), Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Cure Period") during the Term of the Agreement. In order to rely on a Cure Period, Developer shall provide irrevocable written notice accompanying the Annual Compliance Report. If Developer does not provide this written notice, Developer shall not be entitled to rely on the Cure Period and will not have an opportunity to cure the default. There shall be no Cure Period with respect to any other Event of Default. During a Cure Period, the City will not be required to make a payment of the NOF Funds. If Developer cures a default within a Cure Period, then the Compliance Period and the Term of the Agreement shall be extended by one year. If two Events of Default under Section 7.05 or Section 7.06(a) have occurred and each has been cured within a separate Cure Period, then any subsequent event under Section 7.05 or Section 7.06(a) shall constitute an Event of Default without notice or opportunity to cure.

SECTION 12. MORTGAGING OF THE PROJECT

The Permitted Liens are the only mortgages or deeds of trust in place as of the Closing Date 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.

Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

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. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) 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 one-hundred and eighty (180) days.

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 Notice Addresses, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested. Such Notice Addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to clause (a) shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or request sent pursuant to clause (c) shall be deemed received two (2) business days following deposit in the mail.

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

[(Sub)Exhibits "G" and "H" referred to in this K Entrepreneurship HUB
Redevelopment Agreement only attached if applicable.]

(Sub)Exhibits "A", "B", "C", "D", Employee Worksheet Form, "E" and "F" referred to in this
K Entrepreneurship HUB Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To The K Entrepreneurship HUB Redevelopment Agreement)

Legal Description Of The Property.

Legal Description:

Lots 45, 46, 47 and 48 in Block 37 in the subdivision of the south 1/2 of Section 10,
Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County,
Illinois.

Property Address:

4400 West Madison Street
Chicago, Illinois 60624.

Property Identification Number (PIN):

16-10-331-036-0000.

(Sub)Exhibit "B".
 (To The K Entrepreneurship HUB Redevelopment Agreement)

Project Budgets.

		<i>Total Project</i>	<i>MBE/WBE</i>	<i>Eligibles</i>
1.0-4.0	Total Acquisition Costs	\$220,000		\$220,000
Hard Costs				
G total	<i>Building Sitework</i>	\$406,005	\$406,005	\$406,005
A total	<i>Substructure</i>	\$180,477	\$180,477	\$180,477
B total	<i>Shell</i>	\$2,118,734	\$2,118,734	\$2,118,734
C total	<i>Interiors</i>	\$1,020,322	\$1,020,322	\$1,020,322
D total	<i>Services</i>	\$1,919,279	\$1,919,279	\$1,919,279
E total	<i>FFE</i>	\$225,460		
F total	<i>Special Construction & Demolition</i>	\$70,625	\$70,625	\$70,625
Z total	<i>Hard Cost Contingency</i>	\$528,384	\$528,384	
	Total Hard Costs	\$6,469,286	\$6,243,826	\$5,715,442
	<i>Percentage of Eligible Hard Costs</i>			88%
Soft Costs				
1.1	<i>Architecture & Engineering</i>	\$488,452		\$488,452
1.2-1.5	<i>Other Professional Services</i>	\$308,793		\$272,810
2.0 total	<i>Construction Management</i>	\$127,232		\$112,406
3.0 total	<i>Permits & Titles</i>	\$131,660		
4.0 total	<i>Construction Equipment, Rentals & Tools</i>	\$0		
5.0 total	<i>Developer Fee</i>	\$100,000		\$88,347
6.0 total	<i>Soft Cost Contingency</i>	\$46,250		
7.0 total	<i>General Conditions & Requirements</i>	\$450,469		\$397,977
8.0 total	<i>Overhead & Profit</i>	\$0		\$0
	Total Soft Costs	\$1,652,856		\$1,359,993
Total		\$8,342,142	\$6,243,826	\$7,295,435
	<i>Project MBE Total at 26%</i>		\$1,623,395	
	<i>Project WBE Total at 6%</i>		\$374,630	

(Sub)Exhibit "C".
(To The K Entrepreneurship HUB 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 General 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 The K Entrepreneurship HUB Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS
County of Cook)

The affiant, [Name of Developer], [Title] of [Development Company] (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. NOF-Funded 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 NOF-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

D. Developer requests reimbursement for the following cost of NOF-Funded 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.

* Editor's Note: Lettering sequence error; (F) missing in original document.

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

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

Trudelta LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20____.

Notary Public

My commission expires: _____

[illegible]

Trudelta LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20____.

Notary Public

My commission expires: _____

(Sub)Exhibit "E".
(To The K Entrepreneurship HUB Redevelopment Agreement)

Annual Compliance Report.

Trudelta LLC
Neighborhood Opportunity Fund Redevelopment Agreement
The K Entrepreneurship HUB

Dated as of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), [Insert Developer Name] ("Developer") is committed to providing an annual compliance report.

Obligations under the Agreement during the [Insert Year] calendar year:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year:

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Developer is required to maintain its operations at the Project.
 - Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, at least one hundred percent (100%) of the Project has remained occupied and otherwise open for business.
 - Compliance with the Jobs Reporting Requirement (Section 7.06).
 - Delivery of Financial Statements and unaudited financial statements (Section 7.11).
 - Delivery of updated insurance certificate (Section 7.12).
 - Provide evidence of payment of Non-Governmental Charges (Section 7.16).
 - Compliance with all executory provisions of the RDA.
- (b) Certify Developer's compliance or noncompliance with such obligations.
- The Project is in operation.
 - The Property is [Insert Percentage] occupied.
- (c) Attach evidence of such compliance or noncompliance.
- (d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.
- (e) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;
- Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

TruDelta LLC

[Insert Date]

(Sub)Exhibit "F".
(To The K Entrepreneurship HUB 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 NOF-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.
2. **Construction Contract.** Prior to the Closing Date, the Developer must provide DPD with a 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 NOF-Funded 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), Exhibit F. Construction Hiring Requirements, and Section 8.01 (Books and Records) of the RDA.

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 (1) through (4) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(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 Redevelopment 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, 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 of the MBE/WBE Budget attached hereto as Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) 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 Final 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 Redevelopment 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 Exhibit F. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this 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.

AMENDMENT OF YEAR 2026 ANNUAL APPROPRIATION ORDINANCE WITHIN
FUND NO. 925.

[O2026-0026839]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 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 (O2026-0026839), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 ("CDPH") has been awarded additional federal grant funds in the amount of \$745,000 by the United States Department of Health and Human Services ("HHS") for the HRSA Ending the HIV Epidemic (93.686) program; and

WHEREAS, The City through CDPH has been awarded additional federal grant funds in the amount of \$872,000 by HHS for the National Bioterrorism Hospital Preparedness Program (93.889); and

WHEREAS, The City through CDPH has been awarded additional federal pass-through grant funds in the amount of \$250,000 by the Illinois Department of Human Services ("IDHS") for the Social Services Block Grant (Family Connects) (93.667) program; and

WHEREAS, The City through CDPH has been awarded additional federal pass-through grant funds in the amount of \$88,000 by IDHS for the Women, Infants, and Children (WIC) Nutrition program (10.557); and

WHEREAS, The City through CDPH has been awarded additional federal grant funds in the amount of \$885,000 by the United States Department of Housing and Urban Development for the Housing Opportunities for People with AIDS program (HOPWA) (14.241); and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded additional federal pass-through grant funds in the amount of \$30,000 by the Illinois Department on Aging ("IDOA") for the Medicare Enrollment Assistance program (93.071); and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$48,000 by IDOA for Long Term Care Ombudsman Service program; and

WHEREAS, The City through its Department of Police ("CPD") has been awarded private grant funds in the amount of \$10,000 by Altria Client Services, Inc. for the CPD Private Grant Funding program; and

WHEREAS, The City through CPD has been awarded state grant funds in the amount of \$313,000 by the Illinois State Police for the State Police Revocation Enforcement Grant program; and

WHEREAS, The City through its Department of the Environment has been awarded federal pass-through grant funds in the amount of \$198,000 by the Illinois Finance Authority in its capacity as the Illinois Climate Bank for the IFA Stretch Building Code Adoption Grant program; and

WHEREAS, The City through its Department of Transportation has been awarded additional federal pass-through grant funds in the amount of \$32,000 by the Illinois Department of Transportation for the State and Community Highway Safety program (20.600); and

WHEREAS, The City through its Chicago Public Library ("CPL") has been awarded state grant funds in the amount of \$99,000 by the Illinois Secretary of State for the Security Grant for Public Libraries program; and

WHEREAS, The City through CPL has been awarded federal pass-through grant funds in the amount of \$956,000 by the Illinois Department of Commerce and Economic Opportunity for the Digital Equity Grant program; now, therefore,

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

SECTION 1. The amount of \$4,526,000 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	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)
925F	Federal Grant Fund	\$2,284,017,702	\$2,228,073,702	041	Department Of Public Health						
925S	State Grant Fund	751,327,628	751,787,628	925F	281T: HHS -- HRSA -- Ending the HIV Epidemic (93.686)	\$ 4,660,000	\$ 5,405,000	\$ 4,660,000	\$ 5,405,000	\$ 4,660,000	\$ 5,405,000
925L	Local Public And Private Grant Fund	136,248,000	136,258,000	925F	2883: HHS -- OS -- National Bioterrorism Hospital Preparedness Program (93.889)	1,841,000	2,713,000	1,841,000	2,713,000	1,841,000	2,713,000
				925F	282Q: HHS -- ACF -- IDHS -- Social Services Block Grant (Family Connects) (93.667)	1,000,000	1,250,000	1,000,000	1,250,000	1,000,000	1,250,000
				925F	2808: USDA -- FNS -- IDHS -- Women, Infants and Children (WIC) Nutrition Program (10.557)	4,877,000	4,965,000	4,877,000	4,965,000	4,877,000	4,965,000
				925F	2932: HUD -- CPD -- Housing Opportunities for People with AIDS (HOPWA) (14.241)	12,800,000	13,685,000	31,645,000	32,530,000	31,645,000	32,530,000

7/15/2026

REPORTS OF COMMITTEES

46873

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)
050	Department Of Family And Support Services						
925F	2937: HHS -- ACL -- IDOA -- Medicare Enrollment Assistance Program (93.071)	\$ 147,000	\$ 177,000			\$ 147,000	\$ 177,000
925S	2836: IDOA -- Long Term Care Ombudsman Service	689,000	737,000			689,000	737,000
057	Chicago Police Department						
925L	2854: PVT --CPD Private Grant Funding		10,000				10,000
925S	ISP -- State Police Revocation Enforcement Grant		313,000				313,000
072	Department Of The Environment						
925F	IFA -- Stretch Building Code Adoption Grant		198,000				198,000
084	Department Of Transportation						
925F	281N: DOT -- NHTSA -- IDOT -- State and Community Highway Safety (20.600)	1,000,000	1,032,000			1,000,000	1,032,000
091	Chicago Public Library						
925S	Security Grant for Public Libraries		99,000				99,000
925F	TREAS -- CPF -- DCEO -- Digital Equity Grant		956,000				956,000

TRANSFER OF YEAR 2026 FUNDS FROM 30TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0025944]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 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 30th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0025944), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(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, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Scott, Rodríguez-Sánchez, Conway, Quezada, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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
Aldermanic Expense Account	0100	015/2330	9008	\$45,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2330	0017	\$45,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 30 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

COMMITTEE ON COMMITTEES AND RULES.

AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM BY MODIFYING RULE 55 TO REQUIRE THAT VIDEO RECORDINGS OF CITY COUNCIL AND COMMITTEE MEETINGS BE DOWNLOADABLE.

[R2026-0023364]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Amendment of City Council Rules of Order and Procedure for 2023 -- 2027 term by modifying Rule 55 to require that video recordings of City Council and Committee meetings be downloadable (R2026-0023364).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The residents of the City of Chicago should be able to access recordings of City Council and Committee meetings in a format that is straightforward to use, easy to download, and convenient for later viewing; and

WHEREAS, The City Clerk's platform currently used to host such recordings, Vimeo, does not permit members of the public to download meeting videos, thereby limiting the ability of residents to retain, share or review proceedings offline; and

WHEREAS, Other more accessible options are available for posting such videos, in accordance with Rule 55 of the City Council's Rules of Order and Procedure for the 2023 -- 2027 City Council term; and

WHEREAS, Providing downloadable recordings of City Council and Committee meetings promotes transparency, accountability, and public participation by enabling residents, journalists, researchers, and community organizations to review proceedings at their convenience, including in areas with limited internet bandwidth or unreliable streaming access; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That Rule 55 of the City Council's Rules of Order and Procedure for the 2023 -- 2027 term is hereby amended by deleting the text struck through and inserting the underlined text as follows:

Broadcast of City Council and Committee Proceedings

Rule 55. The proceedings of the City Council and City Council Committees shall be broadcasted or aired via the use or transmission by the Internet and/or by any other available transmission process, subject to the following parameters:

(Omitted text is unaffected by this resolution.)

(c) The City Clerk shall make available for ~~public viewing~~ public viewing on its website downloadable recordings of City Council and Committee meeting for at least four (4) years, and beyond that time shall maintain such recording for a period of time consistent with the Local Records Act, codified at 520 ILCS 205/1, et seq.

SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS
AT NOVEMBER 3, 2026 GENERAL ELECTION ON WHETHER CHICAGO
SHOULD DEVELOP PERMANENT FESTIVAL AND OUTDOOR EVENT SPACE
FOR LARGE-SCALE EVENTS.

[R2026-0025459]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at November 3, 2026 general election on whether Chicago should develop permanent festival and outdoor event space for large-scale events (R2026-0025459).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 an internationally recognized destination for festivals, concerts, cultural celebrations and large-scale public gatherings that attract residents and visitors from around the world, generating significant economic activity for local businesses, hotels, restaurants, and neighborhoods; and

WHEREAS, Chicago's existing parks, streets, and public spaces have successfully hosted major events for decades, yet the increasing demand for large-scale festivals and outdoor programming has highlighted the need for a dedicated venue specifically designed to accommodate such events while minimizing impacts on surrounding communities and public resources; and

WHEREAS, A permanent festival and outdoor event space would provide the City with a centralized location capable of supporting concerts, cultural festivals, food and beverage events, sporting exhibitions, community celebrations, and other large gatherings through purpose-built infrastructure, transportation access, and public safety accommodations; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the regularly scheduled election occurring after the passage of this resolution, the general election on November 3, 2026:

Should Chicago develop a permanent festival and outdoor event space for large-scale events?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners the general election on November 3, 2026, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS
AT NOVEMBER 3, 2026 GENERAL ELECTION ON WHETHER CHICAGO SHOULD
RESTART USE OF GUNSHOT DETECTION TECHNOLOGY THAT INFORMS
FIRST RESPONDERS WHEN GUNSHOTS ARE DETECTED.

[R2026-0025451]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at November 3, 2026 general election on whether Chicago should restart use of gunshot detection technology that informs first responders when gunshots are detected (R2026-0025451).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, From 2018 until 2024, the City operated a system of acoustic gunshot detection technology, which provided real-time alerts of detected gunfire to the Chicago Police Department (CPD), allowing CPD to respond more quickly to aid victims, identify witnesses, and collect forensic evidence; and

WHEREAS, Available data shows that only 20% of such alerts come with corresponding 9-1-1 calls, with more than 80% of gunshots not reported to police; and

WHEREAS, Between 2020 and 2024, more than 400 Chicagoans received first aid in responses to gunshot detection alerts, in large part due to the fact that CPD response times are 2.5 minutes faster when receiving such alerts; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the general election occurring on November 3, 2026:

Should the City of Chicago restart the use of gunshot detection technology that informs first responders when gunshots are detected?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners to be submitted to voters at the general election to be held on November 3, 2026, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS ON NOVEMBER 3, 2026 AT REGULARLY SCHEDULED ELECTION AS TO WHETHER SHARED HOUSING UNITS IN 26TH WARD SHOULD BE LIMITED TO ADDRESS CHICAGO'S SEVERE RENTAL HOUSING SHORTAGE.

[SR2025-0021045]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following substitute resolution: Submission of public question by referendum to Chicago voters of all precincts in the 26th Ward at November 3, 2026 general election on whether new shared housing units should be limited in 26th Ward to help address Chicago's rental housing shortage (SR2025-0021045).

This item was adopted as substituted by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the said proposed substitute 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On February 19, 2025, the 26th Ward Alderperson's Office held a public Housing Town Hall to seek feedback from residents on pressing housing issues in the ward, including displacement, affordability, and the increasing scarcity of naturally occurring affordable rental housing; and

WHEREAS, Residents of the 26th Ward identified the need for community-driven housing policy and stronger protection for naturally occurring affordable housing; and

WHEREAS, Pursuant to the Illinois Election Code, 10 ILCS 5/28-1, et seq., and the Illinois Municipal Code, 65 ILCS 5/3.1-40-60, the corporate authorities of a municipality have the authority to submit a public question to the electors of the municipality by means of a referendum; and

WHEREAS, The City Council hereby intends to submit a public question of significance to the residents of 26th Ward within the City of Chicago; and

WHEREAS, The City Council believes it is in the best interest of the residents of the 26th Ward within the City of Chicago to submit this question to the voters of the 26th Ward at the regularly scheduled general election to be held on November 3, 2026; now, therefore,

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

SECTION 1. The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2. The City Council of the City of Chicago hereby initiates and authorizes the following public question to be submitted to the voters of all precincts of the 26th Ward within the City of Chicago at the regularly scheduled general election next occurring after the effective date of this resolution on November 3, 2026:

Shall new shared housing units be limited in the 26th Ward to help address Chicago's severe rental housing shortage?

☐ Yes

☐ No

SECTION 3. That the City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code.

SECTION 4. That this resolution shall take effect upon its passage.

TRIBUTE TO LATE SAM SIANIS.

[R2026-0025547]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Tribute to late Sam Sianis (R2026-0025547).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by rising vote.

The following is said resolution as adopted:

WHEREAS, Sam Sianis, legendary owner of the Billy Goat Tavern, beloved Chicago tavernkeeper, and iconic figure in the City's sports, media, and hospitality communities, passed away on May 15, 2026, at the age of 91; and

WHEREAS, The City of Chicago has been notified of Sam's passing by the Honorable Brendan Reilly, Alderman of the 42nd Ward; and

WHEREAS, Sam was born Sotirios Athanasios Sianis on December 12, 1934, in the village of PalaioPyrgos, Greece, and was raised by his father, Athanasios, and a large extended family after the death of his mother, Theofana, shortly after his birth; and

WHEREAS, After leaving formal schooling following one year of high school, Sam worked on his family farm, plowing, cutting wheat, and learning the value of hard work, responsibility, and perseverance; and

WHEREAS, At the age of 19, Sam came to the United States, landing in New York on May 15, 1955, before making his way to San Francisco, where he worked in a family coffee shop and later as an apprentice mechanic for the Southern Pacific Railroad; and

WHEREAS, In 1960, Sam moved to Chicago to work for his uncle, William "Billy Goat" Sianis, at the Billy Goat Inn on Madison Street across from the former Chicago Stadium; and

WHEREAS, At the Billy Goat Inn, Sam mopped floors, filled coolers, tended bar, fed the goats kept behind the building and learned the business from the ground up, developing a work ethic that would define the rest of his life; and

WHEREAS, The Billy Goat name was already part of Chicago legend by the time Sam arrived, thanks to his uncle William's famous goat, Murphy, and the "Curse of the Billy Goat" born after William and Murphy were refused entrance to Wrigley Field during the 1945 World Series; and

WHEREAS, In 1964, the Billy Goat Tavern moved to its subterranean location on Hubbard Street beneath Michigan Avenue, near the Chicago River and within steps of the City's daily newspapers, giving the tavern a steady stream of reporters, printers, boat captains, public officials, workers, visitors and loyal regulars; and

WHEREAS, After William Sianis' death in 1970, Sam carried the tavern forward with tireless dedication, preserving its character while helping build the Billy Goat Tavern into one of the best-known taverns in the country; and

WHEREAS, In 1974, while visiting Greece, Sam met Irene Dariotis, whom he married that November, and together they made their home in Park Ridge, raised six children, and kept family at the center of the Billy Goat Tavern's life and legacy; and

WHEREAS, Sam became known far beyond Chicago after the Billy Goat inspired the "Olympia Restaurant" sketch on Saturday Night Live in 1978, immortalizing the familiar refrain, "Cheezborger, cheezborger, cheezborger", and the tavern's famous rule of "no fries, chips; no Coke, Pepsi"; and

WHEREAS, Sam took the tavern's fame in stride, welcoming famous visitors and everyday customers alike, and the Billy Goat continued to attract public figures, athletes, chefs, journalists, tourists and Chicagoans who were drawn to its character and its owner; and

WHEREAS, Columnist Mike Royko, a regular at the Billy Goat Tavern and a close friend of Sam, helped make the tavern a home away from home for Chicago journalism and recognized in Sam a man of hard work, good humor, fairness and honor; and

WHEREAS, Throughout the decades, Sam remained closely tied to the Cubs and the "Curse of the Billy Goat", sometimes appearing at Wrigley Field with goats and continuing the family legend until the Cubs' historic 2016 World Series championship; and

WHEREAS, The walls of the Billy Goat Tavern became a living record of Chicago life, covered with photographs of family members, employees, writers, athletes, public officials and regular customers whose stories helped shape the tavern's place in the City's history; and

WHEREAS, Even as the Billy Goat name expanded to multiple locations, Sam kept the business rooted in family, loyalty, hard work and the unmistakable spirit of the original tavern; and

WHEREAS, Sam's family and friends will remember him as a man who loved Greece, loved Chicago, treated employees and customers fairly, helped others who came to this country and brought warmth, humor and dignity to every day of his work; and

WHEREAS, Sam is survived by his beloved wife, Irene; his sons, Bill, Tom, Paul and Ted; his daughters, Patty Sianis and Jenny Constantinou; his 12 grandchildren; and many other family members, friends, employees and loyal patrons; and

WHEREAS, Sam Sianis lived a life that reflected the immigrant spirit, entrepreneurial energy and neighborhood character that have long defined the City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby mourn the passing of Sam Sianis and celebrate his extraordinary life, his enduring contributions to Chicago, and his role in making the Billy Goat Tavern a treasured institution of this great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sam Sianis as a sign of our deepest sympathy and our lasting gratitude for his life and legacy.

CORRECTION OF CITY COUNCIL JOURNAL OF PROCEEDINGS OF
SEPTEMBER 25, 2025 (ORDINANCE NO. SO2024-0010959).

[O2025-0021001]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following ordinance: Correction of City Council *Journal of Proceedings* of September 25, 2025 (O2025-0021001).

This item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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. On September 25, 2025, the City Council of the City of Chicago passed an ordinance, referenced as SO2024-0010959, published at pages 32114 and 32115 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, amending Section 17-12-0900 of the Municipal Code of Chicago ("Ordinance"). Section 1 of the Ordinance, which appears on pages 32114 and 32115 of the *Journal*, is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

Section 1. Section 17-12 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underlined language, as follows:

(Omitted text is unaffected by this ordinance.)

Such sign may be no wider than 10' ~~feet~~ and no taller than 6' ~~feet~~, 4" ~~inches~~; the clearance may not exceed 13' ~~feet~~, 8" ~~inches~~ and the height may not exceed 20' ~~feet~~ above the ground immediately beneath the sign with no portion of the sign extending more than 24" ~~inches~~ above the roofline of the building immediately above the sign.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon its passage and approval, and shall be retroactive to September 25, 2025.

CORRECTION OF CITY COUNCIL *JOURNAL OF PROCEEDINGS* OF
DECEMBER 19, 2025 (ORDINANCE NO. SO2025-0021101).

[O2025-0021966]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following ordinance: Correction of City Council *Journal of Proceedings* of December 19, 2025 (O2025-0021966).

This item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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. On December 19, 2025, the report of the Committee on the Budget and Government Operations regarding a proposed series of corrections and revisions to the 2026 Budget Recommendations and referenced as SO2025-0021101, was deferred and ordered published and appears at pages 37090 through 37221 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date.

SECTION 2. Due to a clerical error, five pages of the proposed series of corrections and revisions were inadvertently omitted from publication.

SECTION 3. The December 19, 2025 *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by inserting the missing five pages of the proposed series of corrections and attached hereto as Exhibit "A", immediately after page 37221 in said *Journal*.

SECTION 4. On December 19, 2025, the report of the Committee on the Budget and Government Operations regarding a proposed ordinance for adoption of the Year 2025 Annual Appropriation Ordinance, as amended and referenced as SO2025-0020516 was deferred and ordered published and appears at pages 37222 through 38004 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date.

SECTION 5. Due to a clerical error, five pages of the proposed series of corrections and revisions attached to said ordinance were inadvertently omitted from publication.

SECTION 6. The December 19, 2025 *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by inserting the missing five pages of the proposed series of corrections and attached hereto as Exhibit "A", immediately after page 38003 in said *Journal*.

SECTION 7. This ordinance shall take effect upon its passage and approval and shall be retroactive to December 19, 2025.

[Exhibit "A" referred to in this ordinance printed on
pages 46890 through 46894 of this *Journal*.]

*Exhibit "A".**Amendment To The 2026 Budget Recommendations.*

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
[page 238]			
038	Department of Fleet and Facility Management		
0346	Library Fund		
1005	Fleet and Facility Management		
2126	Bureau of Facility Management		
0140	For Professional and Technical Services		
	and Other Third Party Benefit Agreements	4,274,396	7,624,396
TOTAL	0100 CONTRACTUAL SERVICES APPROPRIATION	13,703,010	17,053,010
0346	DEPARTMENT FUND TOTAL -- 1005	23,263,698	26,613,698

*Exhibit "A".**Amendment To The 2026 Budget Recommendations.*

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
[page 555 – page 556]			
091	Chicago Public Library		
0346	– Library Fund		
2005	– Chicago Public Library		
0000	Personnel Services - Appropriation	75,367,942	81,164,870
[page 557 – 561]			
03A7	Administrative Assistant		1 56,124
1301	Administrative Services Officer I		1 68,688
1302	Administrative Services Officer II		1 86,640
03A8	Senior Administrative Assistant		1 62,544
1813	Senior Storekeeper		1 44,049
0308	Staff Assistant		1 70,752
0506	Librarian II		20 76,464
0574	Librarian III		9 81,636
0579	Librarian IV		2 92,940
0449	Head Library Clerk		8 52,784
0447	Senior Library Clerk		1 44,496
0575	Library Associate – Hourly		18,720H \$32.30/hour
0539	Library Page		31,697H \$16.60/hour
0445	Library Clerk – Hourly		2,080H \$22.59/hour

Exhibit "A".
Amendment To The 2026 Budget Recommendations.

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
[page 35] 0346 -- Library Fund Proceeds of Debt		117,145,000	126,291,928

*Exhibit "A".**Amendment To The 2026 Budget Recommendations.*

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
[page11 – Summary D]			
0346	– Library Fund		
091	– Chicago Public Library		
	Personnel Services	75,367,942	81,164,870
	Totals	86,757,310	97,554,238
0346	– Library Fund		
038	– Department of Fleet and Facility Management		
	Contractual Services	15,744,868	19,094,868
	Totals	23,263,698	26,613,698
TOTAL 0346 LIBRARY FUND – PERSONNEL SERVICES 90,890,963			
TOTAL 0346 LIBRARY FUND – CONTRACTUAL SERVICES 21,319,879			
TOTAL 0346 LIBRARY FUND – TOTALS 144,443,777			
TOTAL 0346 LIBRARY FUND – TOTALS 153,590,705			

Exhibit "A".

Amendment To The 2026 Budget Recommendations.

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
[page 2]			
Property Tax Supported Funds		Gross Tax Levy	Gross Tax Levy
0521 - Library Property Tax Levy Fund		122,026,000	131,172,928
TOTAL - Property Tax Supported Funds		1,848,501,000	1,857,239,535
Property Tax Supported Funds		Total Revenue	Total Revenue
0521 - Library Property Tax Levy Fund		122,026,000	131,172,928
TOTAL - Property Tax Supported Funds		3,331,161,349	3,340,308,277
Property Tax Supported Funds		Total Appropriable	Total Appropriable
0521 - Library Property Tax Levy Fund		122,026,000	131,172,928
TOTAL - Property Tax Supported Funds		3,331,161,349	3,340,308,277

CORRECTION OF CITY COUNCIL JOURNAL OF PROCEEDINGS OF
DECEMBER 19, 2025 (ORDINANCE NO. O2025-0020516).

[O2026-0022459]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following ordinance: Correction of City Council *Journal of Proceedings* of December 19, 2025 (O2026-0022459).

This item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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. On December 19, 2025, the Committee on the Budget and Government Operations reported out the Year 2026 Annual Appropriation Ordinance, as amended (O2025-0020516), which was deferred and ordered published and appears at pages 37222 through 38004 of the *Journal of Proceedings of the City of Chicago* ("Journal") of that date.

SECTION 2. Due to a clerical error, the language “, subject to the amendments attached hereto,” contained in Section 1 of the ordinance was not printed in the *Journal*.

SECTION 3. That Section 1 of the ordinance is hereby corrected to read as follows:

Section 1. The following sums of money, subject to the amendments attached hereto, set apart according to departments and other separate agencies of the City government and, as appropriate, city-wide, are appropriated from the respective funds designated in this ordinance for the objects and purposes stated herein, and no other, to defray necessary expenses and liabilities of the City of Chicago to be paid or incurred during this fiscal year.

SECTION 4. This ordinance shall take effect upon its passage and approval and shall be retroactive to December 19, 2025.

Action Deferred – SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO VOTERS AT NOVEMBER 3, 2026 GENERAL ELECTION ON WHETHER CITY SHALL PURSUE ALL LAWFUL MEANS TO RECOVER FINANCIAL COMPENSATION FROM FEDERAL GOVERNMENT FOR COSTS AND ECONOMIC HARM CAUSED BY DONALD TRUMP ADMINISTRATION'S ICE OPERATIONS TO RECOVER LOST TAX REVENUE, PUBLIC SAFETY RESPONSE COSTS AND SERVICES PROVIDED TO RESIDENTS AND FAMILIES AFFECTED.

[R2026-0026834]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Napolitano and Alderperson Beale, *Deferred* and ordered published:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution as a direct introduction: Submission of public question by referendum to Chicago voters at the November 3, 2026 general election regarding whether the City of Chicago shall pursue all lawful means to recover financial compensation from the federal government for the costs and economic harm caused by the Donald Trump administration's violent, militarized ICE operations, including the Midway Blitz operation led by Greg Bovino, to recover lost tax revenue, public safety response costs and services provided to residents and families affected by those operations (R2026-0026834).

This item was adopted by a roll call vote of 24 yeas and 19 nays.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Black neighborhoods in Chicago have endured decades of historic disinvestment, including the closure of schools, mental health clinics, after-school programs, and other essential community institutions, leaving many communities with fewer public resources and greater economic vulnerability; and

WHEREAS, The coordinated effort by Republican elected officials to transport migrants to Chicago without notice or adequate federal support sought to divide Chicagoans, and because generations of historic divestment had left many Black communities with fewer public resources and underutilized facilities, many newly arrived migrants were sheltered in those same neighborhoods, exacerbating longstanding inequities and placing additional demands on communities that had already borne decades of disinvestment; and

WHEREAS, The economic harms caused by the Donald Trump administration's violent, militarized immigration enforcement, including the Midway Blitz operation under the command of Greg Bovino, have disproportionately burdened Black communities, where generations of historic divestment have left neighborhoods less able to absorb business disruptions, lost economic activity, diverted public resources, and the cascading costs of federal enforcement actions; and

WHEREAS, During military-style raids on Chicago's neighborhoods, hundreds of heavily armed ICE and CBP agents used helicopters, flashbang grenades, forced entries, and armed tactical teams, while many residents -- including children and U.S. citizens -- were illegally detained, leaving families and the surrounding businesses disrupted; and

WHEREAS, These violent, militarized enforcement operations harmed thousands of Chicagoans, including law enforcement officers, peaceful protesters, rapid responders, bystanders, members of the faith community injured while accompanying residents in Broadview, and the Chicagoan forcibly placed in a headlock during a West Side operation, imposing additional public safety, economic, and community costs on the City; and

WHEREAS, These violent federal operations disrupted families, local law enforcement, schools, workplaces, neighborhood businesses, and community institutions, undermining public trust and inflicting lasting harm on Black, Latino, immigrant, and other Chicago communities; and

WHEREAS, The Donald Trump administration's ICE operations caused significant economic harm to the City of Chicago by reducing business activity and tax revenue while increasing public safety, emergency response, legal, and human service costs; and

WHEREAS, Independent studies of comparable ICE operations have found millions of dollars in economic losses to local communities and governments, demonstrating that large-scale militarized ICE enforcement imposes substantial financial burdens on cities; and

WHEREAS, The City of Chicago has a responsibility to seek accountability and pursue recovery of the financial costs imposed on its residents and taxpayers by these ICE operations; and

WHEREAS, Pursuant to the Illinois Election Code, 10 ILCS 5/28-1, et seq., and the Illinois Municipal Code, 65 ILCS 5/3.1-40-60, the corporate authorities of a municipality have the authority to submit a public question to the electors of the municipality by means of a referendum; and

WHEREAS, The City Council hereby intends to submit to the residents of the City of Chicago a public question of city-wide significance; and

WHEREAS, The City Council believes it is in the best interest of the residents of Chicago to submit this question to the voters at the regularly scheduled general election to be held on November 3, 2026; now, therefore,

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

SECTION 1. The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2. The City Council of the City of Chicago hereby initiates and authorizes the following public question to be submitted to the voters of the entire City of Chicago at the regularly scheduled general election next occurring after the effective date of this resolution on November 3, 2026:

Shall the City of Chicago pursue all lawful means to recover financial compensation from the federal government for the costs and economic harm caused by the Donald Trump administration's violent, militarized ICE operations, including the Midway Blitz operation led by Greg Bovino, to recover lost tax revenue, public safety response costs, and services provided to residents and families affected by those operations?

☐ Yes

☐ No

SECTION 3. The City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code.

SECTION 4. This resolution takes effect upon its passage.

Action Deferred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT NOVEMBER 3, 2026 GENERAL ELECTION ON WHETHER CHICAGO SHOULD MAKE ITS CONTRIBUTION TO CITY PENSION FUNDS IN FIRST QUARTER OF YEAR TO REDUCE LONG-TERM DEBT.

[R2026-0025443]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Ervin and Alderperson Sigcho-Lopez, *Deferred* and ordered published:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at November 3, 2026 general election on whether Chicago should make its contribution to city pension funds in first quarter of year to reduce long-term debt (R2026-0025443).

This item was adopted by a voice vote. Alderpersons Sigcho-Lopez and Rodríguez-Sánchez requested to be recorded as a no vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Since 2023, the City has implemented an Advance Pension Payment Policy, under which the City makes advanced payments of pension obligations beyond the statutorily required amounts, to prevent the growth of, and stabilize, the net pension liability of the City's four pension funds; and

WHEREAS, Ensuring that a timely, full advance pension payment is made is critical for the City to stabilize its net pension liability in accordance with governmental accounting standards, reduce the City's long-term pension debt and unfunded liabilities, reduce the need to rely on one-time and short-term budget fixes year after year, and avoid future credit downgrades; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the general election occurring on November 3, 2026:

Should the City of Chicago make its contribution to the city pension funds in the first quarter of the year to reduce long-term debt?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners to be submitted to voters at the general election to be held on November 3, 2026, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

Action Deferred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT FEBRUARY 23, 2027 PRIMARY ELECTION ON WHETHER CHICAGO SHOULD WITHHOLD FUNDING FROM ITS SISTER AGENCIES THAT DO NOT ENFORCE DEBT REPAYMENT PLANS FOR OUTSTANDING DEBT OWED TO CITY.

[R2026-0025460]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Ervin and Alderperson Sigcho-Lopez, *Deferred* and ordered published:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at February 23, 2027 primary election on whether Chicago should withhold funding from its sister agencies that do not enforce debt repayment plans for outstanding debt owed to City (R2026-0025460).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Following an audit of the Department of Finance's management of outstanding debt owed to the City, the Office of the Inspector General found that the overall amount of outstanding debt owed to the City totals at least \$8.1 Billion; and

WHEREAS, Of that outstanding debt, tens of millions of dollars are owed by more than 10,000 public employees working for the City and its Sister Agencies; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the consolidated primary election occurring on February 23, 2027:

Should the City of Chicago withhold funding from its sister agencies, namely, the Chicago Public Schools, Chicago Housing Authority, Chicago Park District, City Colleges, and the Chicago Transit Authority, that do not enforce employee debt repayment plans for outstanding debt owed to the City?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners to be submitted to voters at the consolidated primary election to be held on February 23, 2027, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

Action Deferred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT FEBRUARY 23, 2027 PRIMARY ELECTION ON WHETHER CHICAGO SHOULD CREATE PERMANENT MONUMENT CELEBRATING CHICAGO'S GLOBAL CONTRIBUTIONS TO MUSIC AND ARTS.

[R2026-0025438]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Ervin and Alderperson Sigcho-Lopez, *Deferred* and ordered published:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at February 23, 2027 primary election on whether Chicago should create a permanent monument celebrating Chicago's global contributions to music and arts (R2026-0025438).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, The City of Chicago has long stood as one of the world's great cultural capitals of music, literature, theater, architecture, visual arts, dance, and creative expression for generations; and

WHEREAS, Chicago's contributions to music are unparalleled, having played a defining role in the development and popularization of the Blues, Jazz, Gospel, House Music and numerous other genres whose influence continues to resonate throughout the United States and around the world; and

WHEREAS, While Chicago's cultural legacy can be found throughout its neighborhoods, institutions, and performance venues, the creation of a permanent public monument would provide residents and visitors with a lasting place to reflect upon, celebrate, and learn about Chicago's extraordinary influence on global culture while inspiring future generations of artists and creators; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the consolidated primary election occurring on February 23, 2027:

Should the City create a permanent monument celebrating Chicago's global contributions to music and the arts?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners for the general election on November 3, 2026, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

Action Deferred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT FEBRUARY 23, 2027 PRIMARY ELECTION ON WHETHER CHICAGO CITY COUNCIL SHOULD ESTABLISH AND FULLY FUND ITS OWN INDEPENDENT LEGAL COUNSEL SEPARATE FROM CITY'S LAW DEPARTMENT.
[R2026-0025457]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Ervin and Alderperson Sigcho-Lopez, *Deferred* and ordered published:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the following resolution: Submission of public question by referendum to Chicago voters at February 23, 2027 primary election on whether Chicago City Council should establish and fully fund its own independent legal counsel separate from the City's Law Department (R2026-0025457).

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Under State law, the Corporation Counsel is appointed by the Mayor, and serves as the legal adviser for the whole of City government; and

WHEREAS, Recent years have shown how advising the executive and legislative branches of City government can present a conflict of interest -- or at least the strong appearance of a conflict of interest -- both for the Corporation Counsel and the Law Department, more generally; and

WHEREAS, Local public opinion on such matters is important to public officials in a determination of what is wise public policy for the people of the City of Chicago; now, therefore,

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

SECTION 1. That pursuant to Section 28-6 of the Illinois Election Code (10 ILCS 5/28-6) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60), the following public question is hereby certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the City of Chicago at the consolidated primary election occurring on February 23, 2027:

Should the Chicago City Council establish and fully fund its own independent legal counsel separate from the City's Law Department?

☐ Yes

☐ No

SECTION 2. That the City Clerk of the City of Chicago shall certify the referendum question referenced herein to the Chicago Board of Election Commissioners to be submitted to voters at the consolidated primary election to be held on February 23, 2027, in accordance with Article 28 of the Election Code.

SECTION 3. That this resolution takes effect immediately upon passage.

Re-Referred -- AMENDMENT OF SECTION 2-32-520 OF MUNICIPAL CODE TO REQUIRE CITY TREASURER TO PROVIDE 30-DAY NOTICE PRIOR TO ANY CHANGE IN INVESTMENT POLICY.

[O2025-0021074]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the recommendation to refer to the Committee on Finance the following ordinance: Amendment of Municipal Code Section 2-32-520 to require City Treasurer to provide 30-day notice prior to any change in investment policy (O2025-0021074).

This motion to re-refer this item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Re-Referred -- AMENDMENT OF CHAPTER 2-32 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-32-535 PROHIBITING CITY FUNDS FROM BEING INVESTED IN CERTAIN INVESTMENT INSTRUMENTS, ENTITIES OR FUNDS.

[O2025-0021049]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the recommendation to refer to the Committee on Finance the following ordinance: Amendment of Municipal Code Chapter 2-32 by adding new Section 2-32-535 prohibiting City funds from being invested in certain investment instruments, entities or funds (O2025-0021049).

This motion to re-refer this item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Re-Referred -- CALL ON CHICAGO CITY TREASURER TO CEASE BLANKET BOYCOTT OF TREASURY OBLIGATIONS AND RESUME INVESTMENT IN U.S. TREASURY BACKED SECURITIES.

[Or2025-0021075]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the recommendation to refer to the Committee on Finance the following order: Call on Chicago City Treasurer to cease blanket boycott of Treasury obligations and resume investment in U.S. Treasury backed securities (Or2025-0021075).

This motion to re-refer this item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed order transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Re-Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT MARCH 17, 2026 PRIMARY ELECTION ON WHETHER CITY OF CHICAGO SHOULD ADOPT RANKED-CHOICE VOTING SYSTEMS FOR MAYOR, TREASURER, CLERK AND ALDERPERSON.

[R2025-0018786]

The Committee on Committees and Rules submitted the following report:

CHICAGO, July 15, 2026.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on July 9, 2026, considered the recommendation to refer to the Committee on Committees and Rules the following resolution: Submission of public question by referendum to Chicago voters at March 17, 2026 primary election on whether City of Chicago should adopt ranked-choice voting system for Mayor, Treasurer, Clerk and Alderperson (R2025-0018786).

This motion to re-refer this item received a do pass recommendation by voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Committees and Rules* 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

REAPPOINTMENT OF EMIL C. MAHLER AS MEMBER OF 95TH STREET
COMMISSION (SPECIAL SERVICE AREA NO. 4).

[A2026-0026352]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Emil C. Mahler as a member of Special Service Area Number 4, the 95th Street Commission (A2026-0026352), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Emil C. Mahler as a member of the 95th Street Commission (Special Service Area Number 4) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2026-0026357]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Nicholas A. Yassan as a member of Special Service Area Number 21-2016, the Lincoln Square Commission (A2026-0026357), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas A. Yassan 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF JEFFREY A. HEIDER AS MEMBER OF CLARK STREET/
LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2026-0026350]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Jeffrey A. Heider as a member of Special Service Area Number 23, the Clark Street/Lincoln Park Commission (A2026-0026350), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Jeffrey A. Heider as a member of the Clark Street/Lincoln Park Commission (Special Service Area Number 23) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF RIC PORREZ AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2026-0026363]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Ric Porrez as a member of Special Service Area Number 25, the Little Village Commission (A2026-0026363), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ric Porrez as a member of the Little Village Commission (Special Service Area Number 25) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF MEGAN A. RADOSEVIC AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2026-0026349]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Megan A. Radosevic as a member of Special Service Area Number 27, the West Lakeview Commission (A2026-0026349), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Megan A. Radosevic as a member of the West Lakeview Commission (Special Service Area Number 27) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF CHRISTOPHER M. MURPHY AS MEMBER OF
SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2026-0026360]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Christopher M. Murphy as a member of Special Service Area Number 28-2014, the Six Corners Commission (A2026-0026360), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Christopher M. Murphy as a member of the Six Corners Commission (Special Service Area Number 28-2014) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF YOLANDA MANUEL AS MEMBER OF AUBURN GRESHAM COMMISSION (SPECIAL SERVICE AREA NO. 32-2024).

[A2026-0026364]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Yolanda Manuel as a member of Special Service Area Number 32-2024, the Auburn Gresham Commission (A2026-0026364), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Yolanda Manuel as a member of the Auburn Gresham Commission (Special Service Area Number 32-2024) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF STEFANIE N. ROTI AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2026-0026361]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Stefanie N. Roti as a member of Special Service Area Number 54, the Sheridan Road Commission (A2026-0026361), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Stefanie N. Roti as a member of the Sheridan Road Commission (Special Service Area Number 54) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2026-0026356]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Nicholas A. Yassan as a member of Special Service Area Number 60, the Albany Park Commission (A2026-0026356), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas A. Yassan as a member of the Albany Park Commission (Special Service Area Number 60) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF ANDREA L. BROOKINS AS MEMBER OF 95 & ASHLAND AVE.
COMMISSION (SPECIAL SERVICE AREA NO. 69).

[A2026-0026355]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Andrea L. Brookins as a member of Special Service Area Number 69, the 95 & Ashland Avenue Commission (A2026-0026355), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Andrea L. Brookins as a member of the 95 & Ashland Avenue Commission (Special Service Area Number 69) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF VALERIE A. GOODLOE AS MEMBER OF 95TH STREET
ASHLAND AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 69).

[A2026-0026353]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the appointment of Valerie A. Goodloe as a member of Special Service Area Number 69, the 95th Street Ashland Avenue Commission (A2026-0026353), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed appointment of Valerie A. Goodloe as a member of the 95th Street Ashland Avenue Commission (Special Service Area Number 69) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF JASON Z. CAREF AS MEMBER OF LAWRENCE/PULASKI/ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[SA2026-0026359]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the substitute reappointment of Jason Z. Caref as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission (A2026-0026359), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed substitute reappointment of Jason Z. Caref as a member of the Lawrence/Pulaski/Elston Commission (Special Service Area Number 79) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF LAWRENCE/
PULASKI/ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2026-0026358]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends *Approval* of the reappointment of Nicholas A. Yassan as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission (A2026-0026358), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas A. Yassan as a member of the Lawrence/Pulaski/Elston Commission (Special Service Area Number 79) 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

AMENDMENT OF SPECIAL SERVICE AREA NO. 21-2016 (LINCOLN SQUARE)
REGARDING 2026 BUDGET AND SERVICE PROVIDER AGREEMENT WITH
LINCOLN SQUARE RAVENSWOOD CHAMBER OF COMMERCE.

[SO2026-0026332]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends passage of a substitute ordinance amending Special Service Area Number 21-2016 (Lincoln Square) regarding 2026 budget and service provider agreement with Lincoln Square Ravenswood Chamber of Commerce (SO2026-0026332), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A-1; and

WHEREAS, On November 14, 2025, the City Council enacted an ordinance (the "2025 Appropriation, Levy, and Agreement Ordinance"), which was published in the *Journal* for such date at pages 35122 through 35126, and which among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2026, levied the Services Tax for the year 2025, and authorized an agreement with Lincoln Square Ravenswood Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider (the "2026 Service Provider"), for the provision of the Special Services in 2026; and

WHEREAS, Pursuant to the 2025 Appropriation, Levy, and Agreement Ordinance, the City and the 2026 Service Provider entered into a Service Provider Agreement (the "2026 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2026 by \$49,055; and

WHEREAS, The City therefore desires to amend both the 2025 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2026 Service Provider Agreement; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Amendment Of 2025 Appropriation, Levy, and Agreement Ordinance. The budget attached to Exhibit A of the 2025 Appropriation, Levy, and Agreement Ordinance is hereby deleted in its entirety and replaced with the budget attached as Exhibit A-1 hereto.

SECTION 3. Amendment To 2026 Service Provider Agreement. The Commissioner, or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2026 Service Provider Agreement consistent with Section 2 above and as authorized herein (the "2026 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2026 Service Provider Agreement Amendment.

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

SECTION 5. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 6. 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 effective upon its passage, approval and publication as provided herein.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

Exhibit "A".

Special Service Area No. 21-2016.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
21-2016	.400%	\$403,484	Lincoln Square Special Service Area Commission	Lincoln Square Ravenswood Chamber of Commerce

Establishment Ordinance:

Date: December 14, 2016
Journal pages: pages 39230 -- 39251.

Amendment(s) To Establishment Ordinance:

None.

*Exhibit "A-1".**Budget.*

	Special Service Area # 21-2026
SSA Name:	Lincoln Square

AMENDED 2026 BUDGET SUMMARY

Budget and Services Period: January 1, 2026 through December 31, 2026

		2025 Levy				
CATEGORY (Funded Categories Comprise Scope of Services)	Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #0D27	Estimated Late Collections and Interest	Total All Sources
1.00 Customer Attraction	\$97,958	\$7,626	\$28,000	\$0	\$0	\$133,584
2.00 Public Way Aesthetics	\$150,500	\$0	\$37,833	\$49,055	\$0	\$237,388
3.00 Sustainability and Public Places	\$0	\$0	\$15,000	\$0	\$0	\$15,000
4.00 Economic/ Business Development	\$25,000	\$0	\$10,000	\$0	\$0	\$35,000
5.00 Public Health and Safety Programs	\$2,000	\$0	\$8,000	\$0	\$0	\$10,000
6.00 SSA Management	\$30,400	\$0	\$0	\$0	\$0	\$30,400
7.00 Personnel	\$90,000	\$0		\$0	\$7,626	\$97,626
	Sub-total	\$395,858	\$7,626			
GRAND TOTALS	Levy Total	\$403,484	\$98,833	\$49,055	\$7,626	\$558,998

LEVY ANALYSIS	
Estimated 2025 EAV:	\$101,890,903
Authorized Tax Rate Cap:	0.400%
Maximum Potential Levy limited by Rate Cap:	\$407,564
Requested 2025 Levy Amount:	\$403,484
Estimated Tax Rate to Generate 2025 Levy:	0.3960%

SUPPORT OF CLASS L TAX INCENTIVE FOR PROPERTY AT 2 N.
RIVERSIDE PLZ.

[O2026-0026380]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 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 July 9, 2026, recommends passage of an ordinance in support of Class L Tax incentive for property at 2 North Riverside Plaza (O2026-0026380), introduced on June 17, 2026, by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) DERRICK CURTIS,
Chair.

On motion of Alderperson Curtis, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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

WHEREAS, The Cook County Board of Commissioners has enacted the Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, 2 N. Riverside Owner, LLC, a Delaware limited liability company (the "Owner"), is the owner of the historic building (the "Building") located at 2 North Riverside Plaza and 400 West Madison Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, The City Council of the City (the "City Council") is expected to adopt an ordinance on June 17, 2026, designating the Building as a Chicago Landmark pursuant to the criteria established in Section 2-120-580, et seq. of the Municipal Code of Chicago (the "Municipal Code"), and such designation as a Chicago Landmark meets the definition of landmark pursuant to the County Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Building thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The redevelopment objective of the City in connection with the Project Real Estate is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; provide greater tax revenues to the City and Cook County by increasing economic activity at the Building; and facilitate the preservation of a historically significant building; and

WHEREAS, The Owner intends to use the Building for commercial purposes after the Project is completed by operating the Building as an office building (the "Intended Use"); and

WHEREAS, It is anticipated that the Project may require a transfer of a beneficial interest in the Owner to one or more entities who will receive an allocation of federal historic rehabilitation tax credits ("Tax Credit Investors"); and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the County Ordinance; and

WHEREAS, Pursuant to the County Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in the County Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in the County Ordinance), which constitutes an investment by the owner of at least 50 percent of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states, among other things, that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in the County Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in the County Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in the County Ordinance); and

WHEREAS, On April 2, 2026, the Landmarks Commission issued a written recommendation of the Project to the City Council recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate has been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Building only; and

WHEREAS, The City encourages goals of (i) in accordance with Section 2-92-420, et seq. of the Municipal Code, 26 percent Minority-owned Business Enterprises and 6 percent Women-owned Business Enterprises participation (measured against the total construction budget for the Project or any phase thereof), and (ii) in accordance with Section 2-92-330 of the Municipal Code, 50 percent City resident hiring (measured against the total construction work hours for the Project or any phase thereof), where possible, and the Owner has acknowledged that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved by the City; and

WHEREAS, The Department of Planning and Development of the City has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance, among other things, that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties; now, therefore,

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

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

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive. The City's support and consent to the grant of certification for the Class L incentive for the Project Real Estate is expressly conditioned upon the substantial completion of the Project as proposed by the Owner and approved by the City, both upon completion of the Substantial Rehabilitation of the Project Real Estate and during the term of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by July 1, 2028. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer") shall have discretion to extend the construction completion date by issuing a written extension letter in response to a written request from the Owner. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Intended Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and made a part hereof, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties.

SECTION 6. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 7. The Authorized Officer is hereby authorized to deliver a certified copy of this Ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Authorized Officer is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts, as shall be necessary or advisable in connection with the Project which reflect the terms and conditions as may be imposed or approved in connection with the Project by the Authorized Officer.

SECTION 9. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub)Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Intended Use (all as determined in the sole discretion of the Authorized Officer). Changes to the Project budget delineated on (Sub)Exhibit A to Exhibit 2 shall not require prior City approval provided that the Project is substantially completed in accordance with the scope of work defined in (Sub)Exhibit B to Exhibit 2 and achieves the minimum investment required for Class L eligibility.

SECTION 10. Upon request by the Owner for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the County Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the Authorized Officer shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination").

SECTION 11. Any conveyance of all or a portion of the Project Real Estate by the Owner before the Final Determination shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void. Any renewed support and consent of the City for the Class L incentive contemplated in connection with the Project undertaken by a successor in interest to the Owner of the Project Real Estate prior to the Final Determination shall require additional authorization by the City Council. Any change prior to the Final Determination in the direct owners in excess of 7.5% of the Owner or who constitute the direct or indirect controlling parties of the Owner, as determined by the Corporation Counsel (an "Ownership Change"), shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void, unless such Ownership Change is approved by the Authorized Officer in his or her discretion. This Section shall not apply to the transfer of a beneficial interest in the Owner to Tax Credit Investors with respect to the Project, or to the transfer of a leasehold interest in the Project Real Estate to a master tenant entity owned in whole or in part by one or more Tax Credit Investors, provided that such transfers do not involve a change to the direct or indirect controlling parties of the Owner.

SECTION 12. No permit fee waiver(s) pursuant to Section 2-120-815 of the Municipal Code from the City related to the Project Real Estate shall be granted to the Owner during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 13. To the extent that any ordinance, resolution, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 14. To assist the City in promoting and tracking M/WBE and City resident participation, the Owners shall provide information to the City's Committee on Economic, Capital and Technology Development (the "Committee") at two points in the City approval process for the Project. First, the Owners shall submit to the Committee an M/WBE Participation Proposal ("Participation Proposal") prior to commencement of construction of the Project. The Participation Proposal shall identify the Owners' goals for participation of certified M/WBE firms in the design, engineering, and construction of the Project, and of City residents in the construction work. The Participation Proposal shall include a description of the Owners' proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, prior to issuance of a Final Determination for the Project or any phase thereof, the Owners shall provide the Committee with the actual level of M/WBE and City resident participation in the Project or any phase thereof, and evidence of such participation. In addition to the foregoing, the Committee may request such additional information as the Committee determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in projects that seek the Class L classification.

SECTION 15. This ordinance shall take effect upon its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description.

Parcel 1:

The west 100 feet of Lot 3 in Chicago Union Station Company's Resubdivision of Block 51 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, excepting however from said west 100 feet of Lot 3 all that part thereof lying below a triangular plane bound by a line commencing in the north line of West Madison Street at a point 100 feet east of the southwest corner of said Lot 3 and 17 feet above City Datum and running thence west along the north line of West Madison Street to a point which is 23.965 feet east of the east line of Canal Street as now existing and 16.2 feet above City Datum; thence northeasterly by a straight line to

a point in the east line of the west 100 feet of Lot 3 aforesaid which is 119.8 feet south (measured along said east line) of the south line of West Washington Street and 18.54 feet above city Datum; thence south along said east line to a point of beginning in the north line of West Madison Street 17 feet above city Datum as aforesaid; the said premises excepted as aforesaid are referred to as "Excepted Space" in the warranty deed from Chicago Union Station Company to Chicago Daily News Printing Company dated on August 1, 1927 and recorded on December 24, 1927 as Document Number 9880959 the term Datum whenever used means Chicago City Datum as existing on August 1, 1927, in Cook County, Illinois.

Parcel 3:

Lot 1 in Chicago Union Station Company's Resubdivision of Block 51 in original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

All that portion of Lot 2 and Lot 3 (except the west 100 feet thereof) in Chicago Union Station Company's Resubdivision of Block 51 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying and being above two certain planes herein designated respectively as Numbers 1 and 2 which are described and bound as follows:

Number 1 is a triangular plane bounded by a line commencing in the north line of West Madison Street at a point 100 feet east of the southwest corner of Lot 3 in Chicago Union Station Company's Resubdivision of Block 51 of the original towns of Chicago and 17 feet above City Datum; thence running north to a point in the south line of West Washington Street 100 feet east of the northwest corner of said Lot 3, and 19.21 feet above City Datum; thence southeasterly by a straight line to the north line of West Madison Street at a point which is in the southeast corner of said Lot 3 and is 18.5 feet above City Datum; thence west along the north line of West Madison Street 88.29 feet more or less to the point of beginning 17 feet above City Datum as aforesaid; and

Number 2 is a plane bound by a line commencing at a point in the south line of West Washington Street 100 feet east of the northwest corner of Lot 3 in Chicago Union Station Company's Resubdivision of Block 51 of the original town of Chicago and 19.21 feet above City Datum; thence running east along the south line of West Washington Street to a point in the northeast corner of Lot 2 in said Chicago Union Station Company's Resubdivision of Block 51 of original town of Chicago 19.21 feet above City Datum; thence south along the east line of said Lot 2 to the north line of West Madison Street at a point in the southeast corner of said Lot 2 which is 18.5 feet above City Datum; thence west along the north line of said West Madison Street 30 feet more or less to a point which is the southeast corner of said Lot 3 and 185 feet above

City Datum; thence northwesterly by a straight line to the point of beginning in the south line of West Washington Street 19.21 feet above City Datum as aforesaid (the term City Datum whenever used means Chicago City Datum as existing on August 1, 1927) in Cook County, Illinois.

Exhibit 2.
(To Ordinance)

Commission On Chicago Landmarks Recommendation To The City Council.

City Of Chicago
Commission On Chicago Landmarks
April 2, 2026

Recommendation To The City Council That A Class L Real Estate Tax Reduction
Be Approved For

Chicago Daily News Building
2 North Riverside Plaza/400 West Madison Street

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation at the building at 2 North Riverside Plaza/400 West Madison Street (the "Building", and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, The building was preliminarily recommended as a Chicago Landmark by the Commission on April 2, 2026; now, therefore,

The Commission on Chicago Landmarks hereby:

1. Incorporates the above recitals; and
2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as Exhibits A and B respectively, that the Project meets or exceeds the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*; and
3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and

4. Recommends, conditioned upon a final determination by the Commission and the City Council to designate the building as a Chicago Landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (7 -- 0).

(Signed) Ernest C. Wong,
Chairman.

Dated: April 2, 2026

[(Sub)Exhibit "A" referred to in this Commission on Chicago Landmarks
Recommendation to the City Council is printed
on page 46939 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Commission on Chicago Landmarks Recommendation
to the City Council reads as follows:

(Sub)Exhibit "B".
(To Commission on Chicago Landmarks Recommendation to the City Council)

2 N. Riverside Plaza.

Scope Of The Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.
- The review and approval of the Commission.
- The U.S. Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 4, 1992.

- Historic photographs, architectural drawings, and any other available archival documentation of the building to be investigated and assembled by the property owner.
- The following drawings and any Commission/PRC conditions of approval:
 - Floor Plans, dated 1/20/2026
 - Elevations, dated 1/20/2026
 - K&H Facade Repair Drawings and Bid Table, dated 10/22/2025
 - Concourse Drawings, dated 3/6/2026

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required Work.

Exterior:

Work shall include:

- Masonry repairs will be performed as necessary to address all condition issues on all elevations. Limestone repairs and mortar are to match existing, cleaned units as closely as possible.
- All facades will be cleaned with the gentlest means possible with water pressure not to exceed 300 psi.
- Existing limestone repairs that are in good condition are to remain. New repairs, including, but not limited to replacement pieces and dutchman repairs will match design of original units as closely as possible.
- Roof work as needed, including new skylights at the second level amenity lounge.
- Remove and replace storefront windows and doors as needed, including removing stone under existing windows as needed to allow for new door.
- Install new exterior lighting.
- Remove and replace deteriorated sealant around windows as needed. Color is to match existing.

- All existing mechanical louvers, vents and upper-level windows are to remain. Complete maintenance repairs as needed.
- Repair and paint cast iron spandrel panels as needed. Color is to match original as closely as possible.
- All existing rooftop decks, railings and other deck components are to remain. Complete maintenance repairs as needed.
- Repair deteriorated sidewalk vaults as needed.
- Repair concrete and related structural components at deteriorated areas of the plaza and railroad overbuild as needed.
- Complete concrete plaza and related structural repairs at deteriorated areas of the plaza and river dock bay, including removing and replacing stormwater drains as needed.
- Remove and reset limestone river wall units to replace deteriorated structural components at river wall, including repairing units as needed.

Interior:

Work shall include:

- Demolition of interior non-load bearing walls and finishes.
- Complete concrete and structural repairs at basement walls as needed.
- Maintain all existing historically significant features in first floor and second floor lobby spaces.
- Improve common corridor areas, elevator lobbies and stairs as needed throughout the building. Excludes all historically significant features at first and second floor elevator lobbies.
- Renovate grade level and first level tenant retail spaces as needed, in anticipation of new tenants.
- Maintain central concourse hall space and its historically significant features, including overall spatial volume, stone wall cladding, column location and flooring.
- Renovate concourse level tenant retail spaces as needed and build second level tenant amenity lounge. Includes removing existing walls and ceilings and building new partition walls, new lighting, mechanical, electrical, plumbing, doors, hardware, ceilings, flooring and other capital improvements to support tenants.

- Modify existing and/or install new interior storefront windows, doors, security gates and signage at tenant spaces in concourse as needed.
- Renovate existing typical office floors as needed to address needs of new tenants. Includes remove and replace/refurbish existing partition walls and ceilings, new glazing at partition walls, lighting, mechanical, electrical, plumbing, carpentry, flooring and other capital improvements to support tenants.
- Improve fire/life safety systems as needed to meet Code requirements.
- Remodel bathrooms as needed throughout the building, including replacing plumbing fixtures in prior locations.
- Improve existing twenty-fourth floor tenant amenity lounge. Including, but not limited to, new wall finishes or paint, fixed millwork and kitchenette fixtures, lighting, flooring and carpentry.
- Improve fitness center including, but not limited to, new wall finishes or paint, fixed millwork and kitchenette fixtures, carpentry, lighting, flooring and glazing.

Sustainable Design Improvements:

The project will comply or exceed the goals required by the Chicago Sustainable Design Ordinance for a moderate renovation project and will achieve an estimated 40 points. The Applicant is currently evaluating inclusion of the following policy strategies as part of the Class L project:

- Basic Bird Protection (20 points)
- Maximum 40% Glass (10 points)
- Non-Residential Bike Parking Facilities (5 points)
- EV Charger Readiness (5 points)

Additional work not required by Class L, but to be performed by the owner, includes:

- Install new signage for retail spaces as needed.
- Restore fountain functionality, if feasible.

(Sub)Exhibit "A".
 (To Commission On Chicago Landmarks Recommendation To The City Council)

2 North Riverside Plaza.

Project Budget.

Category	Class L Non-Eligible	Class L Eligible	Total Costs
1. Building Acquisitions	\$27,750,000		\$27,750,000
2. Acquisition Closing Costs	\$2,314,976		\$2,314,976
3. Hard Costs			
Demolition		\$1,369,124	\$1,369,124
Landscaping	\$40,000		\$40,000
Plaza Pavers		\$150,000	\$150,000
Concrete		\$1,500,000	\$1,500,000
Facade Repairs		\$1,868,000	\$1,868,000
Facade Cleaning		\$500,000	\$500,000
Structural Steel/Misc Metals		\$425,000	\$425,000
Millwork		\$900,000	\$900,000
Roofing		\$45,000	\$45,000
Joint Sealants/Waterproofing		\$280,000	\$280,000
Doors/Frames/Hardware		\$679,360	\$679,360
Exterior Storefronts		\$845,000	\$845,000
Interior Glazing		\$2,873,374	\$2,873,374
Skylights		\$200,000	\$200,000
Drywall/Framing/ACI		\$3,384,838	\$3,384,838
Tile		\$230,000	\$230,000
Carpet & Resilient Flooring	\$415,536		\$415,536
Flooring		\$1,285,788	\$1,285,788
Painting & Wall Covering	\$2,195,774		\$2,195,774
Signage		\$120,000	\$120,000
Wall/Ceiling Rehabilitation/Retail Concourse/Lobbies		\$1,000,000	\$1,000,000
Restroom Accessories		\$20,000	\$20,000
Window Treatments	\$291,362		\$291,362
Elevators		\$75,000	\$75,000
Fire Protection		\$292,802	\$292,802
Plumbing		\$1,999,088	\$1,999,088
Plumbing Fixtures		\$264,444	\$264,444
Heating, Ventilation & Air Conditioning (HVAC)		\$1,606,995	\$1,606,995
Electrical & Low Voltage Systems		\$2,269,932	\$2,269,932
Light Fixtures		\$960,000	\$960,000
Exterior Lighting		\$300,000	\$300,000
Generator		\$150,000	\$150,000
Fire Alarm		\$30,000	\$30,000
Audio/Visual		\$200,000	\$200,000
Environmental		\$250,000	\$250,000
OSI	\$570,000		\$570,000
FFE	\$595,000		\$595,000
General Requirements		\$506,000	\$506,000
OH & Fee		\$3,358,549	\$3,358,549
Total Hard Costs	\$4,107,672	\$29,938,294	\$34,045,966
4. Soft Costs			
Permit Fees		\$350,000	\$350,000
Architecture & Engineering		\$1,350,000	\$1,350,000
Legal	\$500,000		\$500,000
Insurance		\$537,030	\$537,030
Project Contingency		\$2,898,075	\$2,898,075
Total Soft Costs	\$500,000	\$5,135,105	\$5,635,105
Project Total	\$4,672,648	\$35,073,399	\$69,746,047

COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.

AMENDMENT OF SECTION 2-156-070 OF MUNICIPAL CODE PROHIBITING USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION BY CURRENT OR FORMER CTIY OFFICIAL OR EMPLOYEE FOR PREDICTION MARKETS OR EVENT-BASED CONTRACTS.

[SO2026-0025003]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, July 7, 2026.

To the President and Members of City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on July 7, 2026, recommends passage of a proposed substitute ordinance amending Municipal Code Section 2-156-070 by prohibiting use or disclosure of confidential information for prediction markets or event contracts (SO2026-0025003), introduced on June 17, 2026 by Alderman Knudsen.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

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 2-156-070 of the Chicago Municipal Code is hereby amended by inserting the language underscored, as follows:

2-156-070 Use or disclosure of confidential information.

(a) Except as otherwise provided in subsection (b) or (c) of this section, no current or former official or employee, including any current or former official or employee of the board or the inspector general, shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information or any non-public information, including the identity of the subject of an investigation, gained in the course of an investigation or by reason of his position or employment. The prohibition on the use or disclosure of confidential information or non-public information under this section includes the use or disclosure of any confidential information or non-public information by a current or former official or employee to participate in, or assist any other person in participating in, prediction markets or event contracts, regardless of whether the individual ultimately profits.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance is intended to clarify, rather than to change, existing law.

SECTION 3. This ordinance takes effect upon passage and publication.

CALL ON ANDREW BOUTROS TO RESIGN AS U.S. ATTORNEY FOR NORTHERN DISTRICT OF ILLINOIS AND DEPARTMENT OF JUSTICE TO ENSURE FULL REVIEW OF OBLIGATIONS IN MATTERS CONNECTED TO OPERATION MIDWAY BLITZ, BROADVIEW PROSECUTIONS AND OTHER RELATED PROCEEDINGS.

[R2026-0026273]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, July 7, 2026.

To the President and Members of City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on July 7, 2026, recommends adoption of a proposed resolution calling on U.S. Attorney Andrew Boutros to resign as U.S. Attorney for Northern District of Illinois and Department of Justice to ensure full review of obligations in matters connected to Operation Midway Blitz, Broadview prosecutions, and other related proceedings, (R2026-0026273), introduced on June 17, 2026 by Alderman Rodriguez.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with Alderman Sposato as the sole dissenting vote.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, 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, Nugent, Vasquez, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Sposato, Napolitano, Gardiner -- 3.

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

The following is said resolution as adopted:

WHEREAS, The United States Attorney's Office for the Northern District of Illinois exercises extraordinary authority over the lives, liberty, and constitutional rights of residents throughout Chicago, Cook County, and communities across Northern Illinois; and

WHEREAS, The people of this community rely upon that office to enforce federal law fairly, professionally, and without regard to political pressure, public controversy, or viewpoint; and

WHEREAS, Prosecutors are not ordinary advocates, but ministers of justice whose paramount obligation is to seek justice, not merely to obtain convictions; and

WHEREAS, The Department of Justice's own principles require that prosecutorial judgments be impartial, insulated from political influence, and supported by admissible evidence sufficient to obtain and sustain a conviction; and

WHEREAS, Recent events involving the United States Attorney's Office for the Northern District of Illinois have raised grave concerns about leadership, judgment, candor to the courts, grand jury practice, and the appearance of political influence in prosecutorial decision-making; and

WHEREAS, The prosecution commonly known as the "Broadview Six" case began as a high-profile felony conspiracy case arising from protests outside an immigration enforcement facility in Broadview, Illinois, and was later narrowed, reduced, and ultimately dismissed with prejudice; and

WHEREAS, In connection with that prosecution, a federal judge identified serious concerns regarding the government's conduct before the grand jury, including alleged improper vouching, substantive communications with grand jurors outside the grand jury room, and the exclusion of grand jurors who disagreed with the government's theory of the case; and

WHEREAS, The court further expressed particular concern that portions of the grand jury transcripts reflecting such conduct had been redacted from versions submitted for judicial review, raising fundamental questions about candor, transparency, and the presumption of regularity traditionally afforded to federal prosecutors; and

WHEREAS, The collapse of the Broadview prosecution did not stand alone, as additional cases tied to the same grand jury and similar concerns have also fallen apart, including a separate prosecution dismissed with prejudice after a federal judge warned that "Pandora's box has been opened"; and

WHEREAS, The apparent pattern of failed prosecutions, unusual grand jury "no bills", dismissals, acquittals, and deferred prosecution outcomes in cases connected to Operation Midway Blitz has imposed serious burdens on defendants, undermined public confidence, and raised questions about whether charges were brought with the careful judgment federal prosecution demands; and

WHEREAS, More than one hundred former federal prosecutors who served in the Northern District of Illinois have publicly expressed grave concern that the office's reputation for integrity, professionalism, and political independence has been tarnished; and

WHEREAS, Those former prosecutors cited, among other concerns, the departure of experienced prosecutors, acknowledged grand jury irregularities, charging decisions resulting in unusual failures, and breaches of trust with judges; and

WHEREAS, Those former prosecutors further warned that these developments raise questions about whether a failure of leadership exists and whether once-forbidden political considerations are infecting prosecutorial decisions; and

WHEREAS, Illinois elected officials, including United States Senators Richard Durbin and Tammy Duckworth and United States Representative Jesus "Chúy" García, have called upon Andrew Boutros to resign, citing chaos, dysfunction, alleged misconduct, and loss of credibility; and

WHEREAS, This body recognizes that the United States Attorney's Office must be able to prosecute violent crime, public corruption, fraud, trafficking, civil rights violations, and other serious federal offenses with public trust and judicial confidence; and

WHEREAS, That trust is compromised when courts, former prosecutors, defendants, elected officials, and members of the public reasonably question whether charging decisions are being made based on evidence and law rather than political utility or institutional defensiveness; and

WHEREAS, Federal prosecutions carry enormous consequences even when charges are later dismissed, including reputational harm, legal expense, emotional distress, and chilling effects on First Amendment activity; and

WHEREAS, This body does not seek to interfere with legitimate federal law enforcement, nor to excuse unlawful conduct, but instead seeks to uphold the principle that law enforcement must be lawful, impartial, transparent, and worthy of public confidence; and

WHEREAS, The Northern District of Illinois has a proud and nationally respected history of prosecuting serious crime and public corruption while adhering to the rule of law; and

WHEREAS, Restoring that reputation requires more than internal statements, unspecified reforms, or after-the-fact dismissals; it requires accountability, transparency, and leadership that commands confidence from courts, prosecutors, defendants, victims, local governments, and the public; and

WHEREAS, The cumulative record of recent events demonstrates that Andrew Boutros no longer possesses the public confidence necessary to lead the United States Attorney's Office for the Northern District of Illinois; now, therefore,

Be It Resolved by the Chicago City Council, That this body calls upon United States Attorney Andrew Boutros to resign his position as United States Attorney for the Northern District of Illinois; and

Be It Further Resolved, That this body calls upon the United States Department of Justice, the President of the United States, and all officials involved in the selection or appointment of the next United States Attorney for the Northern District of Illinois to pursue an open, transparent, merit-based, and nonpartisan process for identifying new leadership; and

Be It Further Resolved, That this body calls upon the Department of Justice to ensure a full and independent review of grand jury practices, charging decisions, disclosure practices, supervisory review, and compliance with professional-responsibility obligations in matters connected to Operation Midway Blitz, the Broadview prosecutions, and any related proceedings; and

Be It Further Resolved, That this body urges the Department of Justice to publicly report, to the maximum extent permitted by law and consistent with the rights of affected individuals, what corrective actions have been taken to restore prosecutorial integrity, judicial confidence, and public trust; and

Be It Further Resolved, That this body affirms its support for the dedicated career prosecutors, staff, investigators, public defenders, defense counsel, court personnel, jurors, and judges whose work depends upon a justice system that is fair, independent, and accountable; and

Be It Further Resolved, That a copy of this Resolution shall be transmitted to the President of the United States, the Attorney General of the United States, the United States Department of Justice Office of Professional Responsibility, the United States Department of Justice Office of the Inspector General, United States Senators Richard Durbin and Tammy Duckworth, the members of the Illinois congressional delegation, and United States Attorney Andrew Boutros.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

APPOINTMENT OF DR. GARTH WALKER AS COMMISSIONER OF PUBLIC HEALTH.

[A2026-0027119]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 14, 2026.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, having had under consideration a communication recommending the Mayoral appointment of Dr. Garth Walker as Commissioner of Public Health, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 13 members present, with no dissenting votes.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Julia M. Ramirez, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Garth Walker as Commissioner of Public Health 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Continued in Volume II
on page 46947