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

Regular Meeting -- Wednesday, December 13, 2006

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

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Attendance At Meeting.

Present -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone.

Absent -- Aldermen Flores, Muñoz, Solis, Mell, M. Smith.

Call To Order.

On Wednesday, December 13, 2006 at 10:00 A.M., Alderman Stone, Vice Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Rugai, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Moore, Stone -- 37.

Quorum present.

At this point in the proceedings, Alderman Bernard Stone, Vice Mayor, informed the City Council that The Honorable Richard M. Daley, Mayor, was absent to attend the funeral of Mr. Michael McKenna.

Alderman Burke then rose and informed the City Council that Aldermen Flores, Muñoz and Solis were absent and out of the country on a diplomatic mission.

Pledge Of Allegiance.

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

Invocation.

Father Thomas McCarthy, Principal of Saint Rita High School, opened the meeting with prayer.

At this point in the proceedings, Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the Report of the Committee on Finance and the Report of the Committee on Committees, Rules and Ethics. The motion *Prevailed.*

COMMITTEE ON FINANCE.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, SERIES 2007 A -- K (MODERN SCHOOLS ACROSS CHICAGO PROGRAM), EXECUTION OF INTER-GOVERNMENTAL AGREEMENT AND LEVY AND COLLECTION OF DIRECT ANNUAL TAX FOR CONSTRUCTION AND/OR RENOVATION OF ELEMENTARY AND HIGH SCHOOL FACILITIES.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the issuance of City of Chicago General Obligation Refunding Bonds, Series 2007 A-K (Modern Schools Across Chicago Program) and

to enter into and execute an intergovernmental agreement with the Chicago Board of Education, amount of bonds not to exceed $800,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, Pursuant to the provisions and requirements of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), the City has created and established, or in the case of one redevelopment

project area, anticipates creating and establishing, the redevelopment project areas listed in Exhibit A attached hereto and hereby made a part hereof (collectively, the "Redevelopment Project Areas"); 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 that the City issue its General Obligation Bonds in multiple series at one or more times as herein provided in an amount not to exceed Eight Hundred Million Dollars ($800,000,000) (the "Bonds") for one or more of the following purposes:

(a) paying the cost of acquiring, designing, constructing or renovating the elementary and high school facilities and related improvements described in Exhibit B attached hereto and hereby made a part hereof (the "Projects") for the use of The Board of Education of the City of Chicago (the "Board");

(b) paying and retiring certain outstanding Tax Increment Allocation Revenue Notes of the City (the "Prior Notes") and/or the related Unlimited Tax General Obligations of the Board (the "Prior Board Bonds" and, collectively with the Prior Notes, the "Prior Obligations"), and described in Exhibit C attached hereto and hereby made a part hereof;

(c) paying the cost of any Bond Insurance Policy or Credit Facility (as such terms are defined below), if any;

(d) paying a portion of the interest to accrue on the Bonds; and

(e) paying expenses incurred in connection with the issuance of the Bonds and the refunding of the Prior Obligations; and

WHEREAS, The Projects are expected to be acquired, designed, constructed and renovated in three distinct phases as shown in Exhibit B (each, a "Phase"), the costs of which are estimated therein; and

WHEREAS, By this ordinance, the City Council has determined that the costs of acquiring, designing, construction and renovating the Projects to be paid from proceeds of the Bonds constitute "capital costs of a taxing district" within the meaning and for the purposes of the Act and that such costs are consistent with the program for accomplishing the objectives of each applicable redevelopment plan for each Redevelopment Project Area; and

WHEREAS, The cost of refunding the Prior Obligations and paying the cost of the Projects is estimated to be not less than Eight Hundred Million Dollars ($800,000,000), and the City expects to pay a portion of such costs by borrowing money and issuing the Bonds in multiple series at one or more times in the

aggregate principal amount of not to exceed Eight Hundred Million Dollars ($800,000,000) (plus the amount of any original issue discount as herein provided); and

WHEREAS, Each series of Bonds will be issued hereunder to refund Prior Obligations and/or pay the cost of Projects related to one of the Redevelopment Project Areas listed on Exhibit A, or to the extent of any excess proceeds to pay the cost of such alternate expenses as are authorized by the Act and the applicable redevelopment plans for the respective Redevelopment Project Area; and

WHEREAS, It is intended that the ad valorem taxes ("Ad Valorem Taxes") levied hereunder for each series of Bonds will be abated following the receipt of "Incremental Taxes" (as described in the Act and being defined to mean Ad Valorem Taxes, if any, arising from the tax levies upon taxable real property in a redevelopment project area by any and all taxing districts or municipal corporations having the power to tax real property in such redevelopment project area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in such redevelopment project area over and above the certified initial equalized assessed value of each such piece of property in such redevelopment project area, as determined by the Clerk of the County of Cook, Illinois) from or for the account of each applicable Redevelopment Project Area and deposited by the City as herein provided; and

WHEREAS, The City has determined that it is advisable and necessary to authorize the borrowing of the sum necessary at this time for any or all of the purposes of (i) refunding all or a portion of the Prior Obligations, (ii) paying costs of the Projects, including capitalizing such interest on the Bonds herein authorized for said purpose as may be necessary, and (iii) paying the expense of issuing the Bonds herein authorized for the purposes described herein, and in evidence thereof to authorize the issuance of its Bonds, in multiple series and at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, including the Act, has the power to issue such Bonds; now, therefore,

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

SECTION 1. The City Council of the City of Chicago (the "City Council"), after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice and in accordance with the findings and recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City, pursuant to its constitutional home rule powers and all laws applicable thereto, including the Act, in multiple series at one or more times the sum of not to exceed Eight Hundred Million Dollars ($800,000,000) plus an amount equal to the amount of any net original issue discount used in the marketing of the Bonds (not to exceed ten percent (10%) of the principal amount of each series thereof) for the purposes aforesaid; and the Bonds shall be issued from time to time in said aggregate principal amount, or such lesser amount, as may be determined by an Authorized Officer (the Chief Financial Officer, and if so designated and determined by the Chief Financial Officer, or if there is no person holding the office of Chief Financial Officer, the City Comptroller, each being referred to herein as an "Authorized Officer").

All or any portion of the Bonds may be issued as Bonds payable in one payment on a fixed date ("Capital Appreciation Bonds"). Each series of Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the applicable Bond Registrar (as hereinafter defined), and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the "Maturity Amount") of such minimum amounts and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Capital Appreciation Bonds (but no single Bond shall represent Compound Accreted Value maturing on more than one date). As used herein, the "Compound Accreted Value" of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity").

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually as described below (the "Current Interest Bonds"). Each series of Current Interest Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Current Interest Bonds, shall be in fully registered form, shall be in such minimum denominations and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Current Interest Bonds (but no single Current Interest Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Bond Registrar.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the "Convertible Bonds") at such time following the initial issuance as shall be approved by an Authorized Officer. While in the form of Capital

Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Current Interest Bonds. In particular, when Convertible Bonds are in the form of Capital Appreciation Bonds prior to their conversion to Current Interest Bonds, the transfer, exchange and replacement provisions of this ordinance with respect to Capital Appreciation Bonds shall apply to such Convertible Bonds; provided that the Convertible Bonds delivered in the form of Capital Appreciation Bonds in connection with any such transfer, exchange or replacement shall have identical provisions for conversion to Current Interest Bonds as set forth in the Convertible Bonds being transferred, exchanged or replaced. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be as approved by an Authorized Officer at the time of sale of such Convertible Bonds. Notwithstanding any other provision hereof, any series of Bonds may be issued as Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or any combination thereof.

All or any portion of the Bonds may be issued as Bonds bearing interest at variable rates adjustable and payable from time to time as described herein (the "Variable Rate Bonds"). Each series of Variable Rate Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Bonds, shall be in fully registered form, shall be in such denominations as shall be agreed upon by an Authorized Officer and the purchasers of the Bonds (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Bond Registrar. Each series of Variable Rate Bonds may be issued pursuant to, and have such terms and provisions as are set forth in, a trust indenture between the City and a bank or trust company selected by an Authorized Officer. The Mayor or an Authorized Officer is hereby authorized to enter into such one or more such trust indentures on behalf of the City. Each such trust indenture shall be in substantially the form of trust indentures previously entered into by the City in connection with the sale of general obligation bonds or notes bearing interest at variable rates, but with such revisions in text as the Mayor or the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. Bonds may be issued to bear interest at an interest rate that reflects inflation and deflation as of a specified date prior to each interest payment date.

The principal of the Bonds of each series shall become due and payable on or before December 1, 2035. Each series of Current Interest Bonds shall bear interest at a rate or rates and each series of Capital Appreciation Bonds shall have Yields to Maturity not to exceed fifteen percent (15%) per annum. Each series of Variable Rate Bonds shall bear interest from time to time at such rates determined by such remarketing or other indexing agent as shall be selected by an Authorized Officer

for that purpose or as provided in the related trust indenture referred to above not to exceed fifteen percent (15%) per annum. Any portion of the Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by an Authorized Officer to be beneficial to the City.

Each Capital Appreciation Bond shall accrue interest from its date at the rate per annum compounded semiannually on each June 1 and December 1, commencing on such June 1 or December 1 as determined by an Authorized Officer at the time of sale of such Capital Appreciation Bonds, which will produce the Yield to Maturity identified therein until the maturity date thereof. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof.

Each Current Interest Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a three hundred sixty (360) day period of twelve (12) thirty (30) day months) being payable on June 1 and December 1 of each year, commencing on such June 1 or December 1 as shall be determined by an Authorized Officer at the time of the sale of each series of Current Interest Bonds. Interest on each Current Interest Bond shall be paid to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day of the month next preceding the interest payment date, by check or draft of the applicable Bond Registrar, or, at the option of any registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Current Interest Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Bonds shall request in writing to the applicable Bond Registrar.

Each series of Variable Rate Bonds shall bear interest (computed from time to time at such rates and on such basis as shall be determined by an Authorized Officer or at the time of sale of such series of Variable Rate Bonds) payable on such dates as shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds. Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (not to exceed one hundred two percent (102%) of the principal amount thereof) as shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds. In connection with the remarketing of any Variable Rate Bonds of a series so tendered for purchase under the terms and conditions so specified by an Authorized Officer, the Mayor and an Authorized Officer are hereby authorized to execute on behalf of the City a remarketing agreement with respect to such series of Variable Rate Bonds in substantially the form previously used for variable rate financings of the City with appropriate revisions to reflect the terms and provisions of such Bonds sold as Variable Rate Bonds and such other revisions in text as an Authorized Officer shall determine are necessary or desirable in

connection with the sale of such Bonds as Variable Rate Bonds. The annual fee paid to any remarketing agent serving in such capacity pursuant to any such remarketing agreement with respect to a series of Variable Rate Bonds shall not exceed one-quarter of one percent (0.25%) of the average principal amount of such Variable Rate Bonds of such series outstanding during such annual period.

The Compound Accreted Value of the Capital Appreciation Bonds, the principal of the Current Interest Bonds and the Variable Rate Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of the applicable Bond Registrar.

Each of the Bonds shall be designated "General Obligation Bonds, Series _____ (Modern Schools Across Chicago Program)", with such additions, modifications or revisions as shall be determined to be necessary by an Authorized Officer at the time of the sale of such Bonds to reflect the calendar year of issuance of the Bonds, the order of sale of the Bonds, the specific series of the Bonds, whether the Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or Variable Rate Bonds, whether the Bonds are being issued and sold for the purpose of refunding all or a portion of the Prior Obligations, paying costs of the Project or a combination thereof and any other authorized features of the Bonds determined by an Authorized Officer as desirable to be reflected in the title of the Bonds being issued and sold.

The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk or the Deputy City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all proposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the applicable Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall 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 applicable Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the applicable Bond Registrar if signed by an authorized officer of such Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. (a) Registration And Transfer. The City shall cause books (the "Bond Register") for the registration and for the transfer of each series of Bonds as provided in this ordinance to be kept at the principal corporate trust office of a bank or trust company designated by an Authorized Officer (the "Bond Registrar"), as the registrar for the City in connection with such series of Bonds. The City is authorized to prepare multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the applicable Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to such Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and such Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of authorized denominations, for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of other authorized denominations, or (b) in the case of any other Bonds, one or more fully registered Bonds of the same series, type (Current Interest Bonds or Variable Rate Bonds), interest rate (or in the case of Variable Rate Bonds, method of interest rate determination) and maturity of authorized denominations, for a like principal amount. Any Capital Appreciation Bond or Bonds may be exchanged at said office of the applicable Bond Registrar for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of other authorized denominations. Any Current Interest Bond or Bonds may be exchanged at said office of the applicable Bond Registrar for a like aggregate principal amount of Bonds of the same series, type, interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the applicable Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided that (a) the aggregate original principal amount of outstanding Capital Appreciation Bonds of each series and maturity authenticated by the applicable Bond Registrar shall not exceed the authorized aggregate original principal amount of Capital Appreciation Bonds of such series and maturity less previous retirements and (b) the principal amount of Current Interest Bonds or Variable Rate Bonds of each series and maturity authenticated by the applicable Bond Registrar shall not exceed the authorized principal amount of Current Interest Bonds or Variable Rate Bonds for such series and maturity less previous retirements.

The applicable Bond Registrar shall not be required to transfer or exchange (a) any Capital Appreciation Bond after the close of business on the fifteenth (15th) day of the calendar month next preceding the maturity date for such Bond, (b) any Current Interest Bond during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date

on such Bond and ending on such interest payment date, (c) any Bond after notice calling such Bond for redemption has been mailed, or (d) any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

Provisions relating to the transfer or exchange of Variable Rate Bonds of a series shall be as determined by an Authorized Officer at the time of the sale thereof and may be set forth in the trust indenture securing such series of Variable Rate Bonds as authorized in Section 2 hereof.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the Compound Accreted Value of, principal of, redemption premium, if any, or interest on any Bond, as appropriate, shall be made only to or upon the order of the registered owner thereof or its legal representative. 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.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the applicable Bond 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 or exchange of Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by an Authorized Officer in connection with the sale of any of the Bonds, such Bonds may be issued in book-entry only form. In connection with the issuance of Bonds in book-entry only form, an Authorized Officer is authorized to execute and deliver to the book-entry depository selected by such Authorized Officer such depository's standard form of representation letter. If any of the Bonds are registered in the name of a securities depository which uses a book-entry system, the standing of the beneficial owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

(c) Bonds Lost, Destroyed, Et Cetera. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the applicable Bond Registrar may authenticate a new Bond of like series, date, maturity date, interest rate (or, in the case of Capital Appreciation Bonds, Yield to Maturity, and in the case of Variable Rate Bonds, method of interest rate determination), denomination and original principal amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of other Bonds) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the applicable Bond Registrar, and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the applicable Bond Registrar evidence of such loss

or destruction, together with indemnification of the City and such Bond Registrar, satisfactory to such Bond Registrar. If any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the applicable Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to such Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the applicable Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Bonds may be made subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds or Variable Rate Bonds being redeemed and expressed as a percentage of the Compound Accreted Value of Capital Appreciation Bonds to be redeemed) not to exceed one hundred two percent (102%), plus, in the case of Current Interest Bonds and Variable Rate Bonds, accrued interest to the date of redemption, as determined by an Authorized Officer at the time of the sale thereof. If fewer than all of the outstanding Bonds of a series are to be optionally redeemed, the Bonds to be called shall be called from such maturities of such series as may be determined by the City, if less than all of the Bonds of the same series, maturity and interest rate are to be redeemed, then by lot for the Bonds of such series, maturity and interest rate in the manner hereinafter provided. Certain of the Bonds of a series may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by an Authorized Officer at the time of the sale thereof. Further, an Authorized Officer is hereby authorized to sell (at a price determined by an Authorized Officer to be in the best interests of the City) or waive any right the City may have to call any of the Bonds or Prior Obligations for optional redemption, in whole or in part, and is hereby further authorized to expend the proceeds of any such sales for any purpose for which the proceeds of the Bonds are authorized to be expended, all as determined by an Authorized Officer; provided, however, to the extent that interest on such Bonds or Prior Obligations is excluded from gross income for federal income tax purposes, such expenditures shall not adversely affect such exclusion. If determined to be necessary or appropriate, an Authorized Officer is authorized to solicit the consent of holders of outstanding Bonds or Prior Obligations to any such sale or waiver.

The Current Interest Bonds shall be redeemed only in amounts equal to the respective minimum authorized denominations and integral multiples thereof and the Capital Appreciation Bonds shall be redeemed only in amounts representing the respective minimum authorized Maturity Amounts and integral multiples thereof. In the event of the redemption of fewer than all the Bonds of the same series, maturity and interest rate, the aggregate principal amount or Maturity Amount (as appropriate) thereof to be redeemed shall be the minimum authorized denomination or Maturity Amount (as appropriate) for such series or an integral multiple thereof, and the applicable Bond Registrar shall assign to each Bond of such series, maturity and interest rate a distinctive number for each minimum authorized denomination or Maturity Amount (as appropriate) of such Bond and shall select by

lot from the numbers so assigned as many numbers as, at such minimum authorized denomination or Maturity Amount (as appropriate) for each number, shall equal the principal amount or Maturity Amount (as appropriate) of such Bonds to be redeemed. The Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount or Maturity Amount (as appropriate) of each Bond shall be redeemed as shall equal such minimum authorized denomination or Maturity Amount (as appropriate) for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the applicable Bond Registrar), notify the applicable Bond Registrar of such redemption date and of the principal amount or Maturity Amount (as appropriate) of Bonds of such series to be redeemed.

In connection with any mandatory redemption of Bonds of a series as authorized above, the principal amounts of Bonds (or the Compound Accreted Value of the Capital Appreciation Bonds) of such series to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds of such series credited against future mandatory redemption requirements in such order of the mandatory redemption dates as an Authorized Officer may determine. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date of Bonds of a series, the applicable Bond Registrar may, and if directed by an Authorized Officer shall, purchase Bonds of such series required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount (or Compound Accreted Value, as appropriate) thereof shall be credited against the payment required on such next mandatory redemption date with respect to such series of Bonds.

The applicable Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount, Compound Accreted Value or Maturity Amount (as appropriate) thereof to be redeemed.

Subject to the limitation on redemption price set forth above, in the case of redemption of any Variable Rate Bonds, the terms of such redemption shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds and may be set forth in the trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof.

SECTION 4. Except as may otherwise be determined as provided below for Variable Rate Bonds, unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the applicable Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the applicable Bond Register or at such other address as is furnished in writing by such registered owner to such Bond Registrar, but the

failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. Any notice of redemption mailed as provided in this section shall be conclusively presumed to have been given whether or not actually received by the addressee. In the case of redemption of any Variable Rate Bonds of a series, the time and manner of giving such notice shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds and may be set forth in the trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof.

All notices of redemption shall state:

(1) the series designation of the Bonds to be redeemed,

(2) the redemption date,

(3) the redemption price,

(4) if less than all outstanding Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, Compound Accreted Values or Maturity Amounts) of the Bonds to be redeemed,

(5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date,

(6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the applicable Bond Registrar, and

(7) such other information as shall be deemed necessary by the applicable Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

With respect to an optional redemption of any series of Bonds, such notice may state that said redemption is conditioned upon the receipt by the applicable Bond Registrar on or prior to the date fixed for redemption of monies sufficient to pay the redemption price of the Bonds of such series. If such monies are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Bonds and the applicable Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such monies were not so received and that such Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for a series of Bonds, the City shall deposit with the applicable Bond Registrar an

amount of money sufficient to pay the redemption price of all the Bonds or portions thereof of such series which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear, accrue or compound interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the applicable Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption (i) of any Current Interest Bond or Variable Rate Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same series, type (Current Interest Bonds or Variable Rate Bonds), interest rate or, in the case of Variable Rate Bonds, method of interest rate determination, and maturity in the amount of the unpaid principal or (ii) of any Capital Appreciation Bond, there shall be prepared for the registered owner a new Capital Appreciation Bond or Bonds of the same series, Yield to Maturity and maturity date in the amount of the unpaid Maturity Amount.

If any Current Interest Bond or Variable Rate Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption. If any Capital Appreciation Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by such Capital Appreciation Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the applicable Bond Registrar and shall not be reissued.

If any Bond is not presented for payment when the principal amount, Compound Accreted Value or Maturity Amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if monies sufficient to pay such Bond are held by the applicable Bond Registrar for the benefit of the registered owner of such Bond, such Bond Registrar shall hold such monies for the benefit of the registered owner of such Bond without liability to the registered owner for interest. The registered owner of such Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Bond.

SECTION 5. The Capital Appreciation Bonds and the Current Interest Bonds of each series shall be prepared in substantially the following forms with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds of such series pursuant to Section 12 hereof; provided that if the text of any Bond is to be printed in its entirety on the front side of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted. The Convertible Bonds shall be prepared incorporating the provisions of

the forms of Capital Appreciation Bonds and Current Interest Bonds set forth below as necessary to reflect the terms and provisions of the sale of the Convertible Bonds pursuant to Section 12 hereof. The Variable Rate Bonds shall be prepared in substantially the form of the Current Interest Bonds set forth below, or as provided in the applicable trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof, with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Variable Rate Bonds pursuant to Section 12 hereof.

(Form Of Capital Appreciation Bond -- Front Side)

Registered
Number _____

$_____
Compound Accreted
Value at Maturity
("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond,
Series_____
(Modern Schools Across Chicago Program).

Maturity:	Yield To Maturity:	Original Principal Amount Per $_,000 Maturity Amount:	Dated Date:	C.U.S.I.P.:
_____	_____	$_____	_____	_____

Registered Owner:

[1] The City of Chicago (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 the Maturity Date identified above, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Yield to Maturity set forth above, compounded semiannually on each June 1 and December 1, commencing_____1, 200___. The Maturity Amount of this Bond is payable

in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of _____, Chicago, Illinois, or its successor, as bond registrar and paying agent (the "Bond Registrar"). The Compound Accreted Value of this Bond per $__,000 Maturity Amount on June 1 and December 1, of each year, commencing _____, 1, 20_, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value Per $_,000 of Compound Accreted Value at Maturity on the reverse side hereof.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the Maturity Amount hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, The City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk or the Deputy City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

[Seal]

Attest:

(Facsimile Signature)
City of Chicago,
[Deputy] City Clerk

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____ (Modern Schools Across Chicago Program), of the City of Chicago.

_____,
as bond registrar

By: _____(Manual Signature)_____
Authorized Officer

(Form Of Capital Appreciation Bond -- Reverse Side)

City Of Chicago

General Obligation Bond,
Series _____
(Modern Schools Across Chicago Program)

[6] For the prompt payment of the Maturity Amount of this Bond as the same becomes due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the original principal amount of $_____ issued pursuant to the constitutional home rule powers of the City and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and all laws amendatory of the Act, for the purposes of (i) refunding certain outstanding notes of the City, (ii) paying costs of the Projects described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council of the City on _____, 200_ (the "Bond Ordinance").

[8] The Bonds maturing on or after December 1, _____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ___ and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City, and if less than all of the Bonds of the same maturity and Yield to

Maturity are to be redeemed, then by lot for the Bonds of the same maturity and Yield to Maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the Compound Accreted Value of the Bonds to be redeemed) set forth below:

Dates Of Redemption	Redemption Price

[9] In the event of the redemption of less than all the Bonds of like maturity and Yield to Maturity, the aggregate Maturity Amount thereof to be redeemed shall be $_____,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and Yield to Maturity a distinctive number for each $_____,000 Maturity Amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $_____,000 for each number, shall equal the Maturity Amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the Maturity Amount of each Bond shall be redeemed as shall equal $_____ 000 for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by first class mail not fewer than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to accrue interest on the specified redemption date; provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same maturity and Yield to Maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding the Maturity Date for this Bond, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[12] The Bonds are issued in fully registered form in Original Principal Amounts representing $_,000 Maturity Amount or any integral multiple thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate Original Principal Amount of Bonds of the same series and maturity, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond 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 the Maturity Amount hereof and redemption premium, if any, hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * * * *

Table Of Compound Accreted Value
Per $__,000 Of Compound Accreted Value At Maturity.

* * * * *

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto _____

_____

(Name And Address Of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:_____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Form Of Current Interest Bond -- Front Side)

Registered Number_____ Registered $_____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond
Series_____
(Modern Schools Across Chicago Program)

Interest Rate:	Maturity Date:	Dated Date:	C.U.S.I.P.:
_____%	December 1, 20_	_____, 20_	_____

Registered Owner: _____

Principal Amount: _____

[1] The City of Chicago (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 the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year commencing _____ 1, 200_, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of _____, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on

the registration books of the City maintained by the Bond Registrar at the close of business on the fifteenth (15th) day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar 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 Bond Registrar or, at the option of any Registered Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of the Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, The City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk or the Deputy City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

[Seal]

Attest:

(Facsimile Signature)
City of Chicago,
[Deputy] City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____ (Modern Schools Across Chicago Program), of the City of Chicago.

_____,
as bond registrar

By: ____(Manual Signature)____
Authorized Officer

(Form Of Current Interest Bond -- Reverse Side)

City Of Chicago

General Obligation Bond,
Series _____
(Modern Schools Across Chicago Program).

[6] For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the principal amount of $_____ issued pursuant to the constitutional home rule powers of the City and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and all laws amendatory of the Act, for the purposes of (i) refunding certain outstanding notes of the City, (ii) paying costs of the Projects described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council of the City on _____, 200_ (the "Bond Ordinance").

[8] The Bonds maturing on or after December 1, _____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, _____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of the Bonds of the same maturity and

interest rate are to be redeemed, then by lot for the Bonds of such maturity and interest rate in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates Of Redemption	Redemption Price

[9] The Bonds maturing on December 1, _____, are subject to mandatory redemption prior to maturity on December 1 of the years _____ to _____, inclusive, and the Bonds maturing on December 1, _____, are subject to mandatory redemption prior to maturity on December 1 of the years _____ to _____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

[10] In the event of the redemption of less than all the Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be $__,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and interest rate a distinctive number for each $__,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $__,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal $__,000 for each number assigned to it and so selected.

[11] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to bear interest on the specified redemption date, provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[12] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate, series and maturity and for the

same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date for this Bond and ending on such interest payment date, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[13] The Bonds are issued in fully registered form in the denomination of $__,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate, series and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[14] The City and the Bond 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 interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) the City pledges its full faith and credit. Each Bond shall be payable (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay as the same become due (i) the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds), (ii) such amounts as may be payable from the direct annual tax described below under agreements authorized by Section 14 hereof, and (iii) amounts payable to providers of Credit Facilities as described in Section 12 hereof, there is hereby levied and there shall be collected a direct annual tax upon all taxable property in the City for the years and in the amounts as follows:

Year	Amount	Year	Amount
2006	$100,000,000	2020	$100,000,000
2007	100,000,000	2021	100,000,000
2008	100,000,000	2022	100,000,000
2009	100,000,000	2023	100,000,000
2010	100,000,000	2024	100,000,000
2011	100,000,000	2025	100,000,000
2012	100,000,000	2026	100,000,000
2013	100,000,000	2027	100,000,000
2014	100,000,000	2028	100,000,000
2015	100,000,000	2029	100,000,000
2016	100,000,000	2030	100,000,000
2017	100,000,000	2031	100,000,000
2018	100,000,000	2032	100,000,000
2019	100,000,000	2033	100,000,000

; provided that collections of such levy for any year in an amount in excess of that necessary to make the payments described in clauses (i), (ii) and (iii) above (a) may be used for any lawful public purpose designated by the City Council or (b) may be reduced and abated by an Authorized Officer if such reduction is deemed desirable by such Authorized Officer in connection with the sale or sales of the Bonds or otherwise, in each case as determined from time to time by an Authorized Officer as provided in Section 12 hereof.

The tax levy made in this Section is not subject to the "Aggregate Levy" limitation contained in the Chicago Property Tax Limitation Ordinance contained in Chapter 3-92 of the Municipal Code of Chicago (the "Municipal Code"), and Section 3-92-020 of the Municipal Code is hereby superceded to exclude the tax levy herein from the definition of "Aggregate Levy" contained therein.

The term "Pledged Taxes" means the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds and the term "Pledged Taxes" shall also include any amounts derived from the taxes hereinabove levied and deposited into the hereinafter defined Bond Fund or deposited with the Ad Valorem Tax Escrow Agent (as hereinafter defined) by an Authorized Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 9 hereof.

As provided in Section 12 or otherwise, the City reserves the right to abate all or a portion of the Pledged Taxes required to be levied in any year if and to the extent on or before March 31 of the next succeeding calendar year (or such earlier date as may be required by law), the City has on hand amounts dedicated to the payments described in clauses (i), (ii) and (iii) of the first paragraph of this Section 7 due during the one year period commencing on January 1 of such succeeding calendar year.

SECTION 8. The City shall appropriate, or otherwise provide, amounts sufficient to pay principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) and amounts payable under agreements authorized under Section 12 and Section 14 hereof to the payment of which the City has pledged its full faith and credit for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this section, but, if for any such year it fails to do so when otherwise required, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 9. An Authorized Officer is authorized to establish with the Bond Registrar a Bond Fund to be held by the Bond Registrar pursuant to a depository agreement between the City and the Bond Registrar. In addition, an Authorized Officer is authorized to establish one or more special accounts, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated

from all other funds and accounts of the City, which shall be maintained with a bank or trust company to be designated by an Authorized Officer (each an "Ad Valorem Tax Escrow Account") pursuant to an escrow agreement (each an "Ad Valorem Tax Escrow Agreement"), between the City and the applicable Escrow Agent named therein (each an "Ad Valorem Tax Escrow Agent"), and one or more of the Mayor or an Authorized Officer are hereby authorized to execute and deliver one or more Ad Valorem Tax Escrow Agreements in connection with the sale of the Bonds in such form as the officers so executing such agreement may deem appropriate in accordance with the provisions of this ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, any such Ad Valorem Tax Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the applicable Ad Valorem Tax Escrow Account, if such Account has been created.

SECTION 10. If the Pledged Taxes to be applied to the payment of the Bonds are not available in time to make any payments of principal of or interest on the Bonds when due, then the appropriate fiscal officers of the City are hereby directed to make such payments from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such Pledged Taxes, and when the proceeds thereof are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 11. A copy of this ordinance, duly certified by the City Clerk or the Deputy City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 2007, to and including 2034, to extend the taxes levied pursuant to Section 7 hereof for collection in such year, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this ordinance, duly certified by the City Clerk or the Deputy City Clerk, shall also be filed with each applicable Ad Valorem Tax Escrow Agent, if any, each applicable Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with an Ad Valorem Tax Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. An Authorized Officer is hereby authorized to sell all or any portion of the Bonds, from time to time to or at the direction of an underwriter or group of underwriters to be selected by an Authorized Officer (the "Underwriters"), with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as such Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this ordinance.

The principal amount of and the interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds and based on reasonable estimates of the interest to be paid on Variable Rate Bonds) sold of each series and maturity in the aggregate (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. The Bonds may be sold from time to time as an Authorized Officer shall determine that the proceeds of such sales are needed.

Subsequent to the sale of any series of Bonds, an Authorized Officer shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for the Bonds sold; (ii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds and Variable Rate Bonds, respectively; (iii) in the case of Bonds sold as Capital Appreciation Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds being sold and (B) a table of Compound Accreted Values per minimum authorized Compound Accreted Value at maturity for any Capital Appreciation Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond on each semiannual compounding date; (iv) the interest rates on the Current Interest Bonds sold or, in the case of variable Rate Bonds, a description of the method of determining the interest rate applicable to such Variable Rate Bonds from time to time; (v) the specific maturities, series and amounts of the Prior Obligations to be refunded with proceeds of the Bonds; (vi) the date on and price at which the Prior Obligations shall be redeemed (if such redemption shall occur prior to stated maturity or pursuant to mandatory sinking fund redemption); (vii) the identity of the insurer or insurers issuing the insurance policy or policies, if any, referred to below, and the identity of the provider or providers of one or more Credit Facilities, as hereinafter defined, if any, for such Bonds; (viii) the identity of the Underwriters selected for such Bonds; (ix) the identity of the applicable Bond Registrar and any trustee or trustees selected by an Authorized Officer for such Bonds; (x) the identity of any remarketing agent retained in connection with the issuance of Variable Rate Bonds, if any; (xi) the compensation paid to the Underwriters in connection with such sale; and (xii) any other matter authorized by this ordinance to be determined by an Authorized Officer at the time of the sale of the Bonds of each series.

There shall also be filed with the City Clerk by an Authorized Officer prior to the issuance of each series of Bonds a Debt Service Payment Schedule setting forth for such series of Bonds (i) the scheduled payments of principal of and interest (or projected interest in the case of Variable Rate Bonds) on such series of Bonds, (ii) the Redevelopment Project Area (and any contiguous redevelopment project areas) that are expected to provide Incremental Taxes for the payment of principal of and interest on such series of Bonds (which may include qualified contiguous redevelopment project areas not yet established as of the date of this ordinance), and (iii) the amount of Incremental Taxes from each Redevelopment Project Area expected to provide for the payment of principal of and interest on such series of

Bonds (which amounts may (x) exceed or be less than the estimated maximum amounts set forth in Exhibit B under the columns entitled "Estimated Maximum Annual Debt Service (Home T.I.F.)" and "Estimated Maximum Annual Debt Service (Contiguous T.I.F.)", and (y) be reallocated among the applicable Redevelopment Project Areas described on Exhibit B relating to a specific school facility). Following the issuance of each series of Bonds and prior to their payment in full, the Debt Service Payment Schedule with respect to each series of Bonds shall be revised and filed with the City Clerk if and to the extent there is a change in the expected sources of funds to be used to pay principal of and interest on such series of Bonds (which may include funds transferred from contiguous redevelopment project areas pursuant to redevelopment plans authorized by this City Council after the date of this ordinance) and such change is expected to exceed the amounts set forth in the Debt Service Schedule filed with the City Clerk upon initial issuance or as such schedule may be revised from time to time as herein authorized. No such revision shall be made unless an Authorized Officer and the Commissioner of the Department of Planning and Development determine that such revision is in the best interest of the City. Any modification which has the effect of preserving the abatement of Ad Valorem Taxes is deemed to be in the best interest of the City. The City Council does hereby authorize the use and expenditure of Incremental Taxes from the sources and for the purposes set forth in this paragraph, as permitted by the Act and the redevelopment plans for such Redevelopment Project Areas (including such contiguous redevelopment project areas). The City Council does hereby also authorize the use of Incremental Taxes (a) to pay costs of administration and servicing the Bonds and the transactions contemplated by this ordinance, and (b) to pay or reimburse Redevelopment Project Costs (as defined in the Act) relating to the Modern Schools Across Chicago Program incurred by third parties such as the Board or other governmental entity, all as determined by an Authorized Officer.

An Authorized Officer is hereby authorized and directed to cause all necessary notices of redemption of the Prior Obligations selected for refunding as provided above in accordance with the terms of the respective ordinances authorizing the Prior Obligations.

The Mayor or an Authorized Officer is hereby authorized to execute and deliver a contract of purchase with respect to each sale of the Bonds to, or at the direction of, the Underwriters in substantially the form previously used for similar general obligation bonds of the City with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as such Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The compensation paid to the Underwriters in connection with any sale of Bonds shall not exceed three percent (3%) of the principal amount of the Bonds being sold. Nothing contained in this ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

In connection with any sale of the Bonds, an Authorized Officer is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by such Authorized Officer, if such Authorized Officer determines such bond insurance to be desirable in connection with such sale of the Bonds. An Authorized Officer may, on behalf of the City, make covenants with such bond insurer that are not inconsistent with the provisions of this ordinance and are necessary to carry out the purposes of this ordinance.

In connection with any sale of the Bonds, the Mayor or an Authorized Officer is hereby authorized to obtain one or more letters of credit, lines of credit, standby bond purchase agreements, or similar credit or liquidity facilities (a "Credit Facility") with one or more financial institutions. The Mayor or an Authorized Officer is hereby authorized to enter into a reimbursement agreement and/or standby bond purchase agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility, reimbursement agreement or standby bond purchase agreement shall be in substantially the form of the credit facilities, reimbursement agreements and standby bond purchase agreements previously entered into by the City in connection with the sale of general obligation bonds or notes, but with such revisions in text as the Mayor or Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility with respect to all or a portion of a series of the Bonds shall not exceed one-half of one percent (.50%) of the average principal amount of such Bonds outstanding during such annual period. The final form of any reimbursement agreement and/or standby bond purchase agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed in the office of the City Clerk pursuant to this section. Each such promissory note shall be a general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each promissory note shall bear interest at a rate not exceeding fifteen percent (15%) per annum and shall mature not later than the final maturity date of the related Bonds secured by such reimbursement agreement or standby bond purchase agreement. The Mayor or an Authorized Officer is hereby authorized to execute and deliver any such reimbursement agreement or standby bond purchase agreement, under the seal of the City affixed and attested by the City Clerk or the Deputy City Clerk.

In the event that Bonds are sold in any year so as to require the levy of taxes in such year for the purpose of making the payments described in clauses (i), (ii) and (iii) of the first paragraph of Section 7 hereof with respect to such Bonds and Bonds sold in prior years (after taking into account mandatory redemptions) in an amount less than the amount specified therefor in the first paragraph of Section 7 hereof after all series of Bonds are sold for such year, then an Authorized Officer shall, on or prior to December 31 of such year, notify the City Council of the determination made pursuant to clauses (a) and (b) of the first paragraph of Section 7 hereof

regarding the application of any excess levy collections resulting from such sale or sales with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, in connection with a determination made pursuant to clause (b) of the first paragraph of Section 7 hereof, an Authorized Officer shall file in the respective offices of the County Clerks certificates of tax abatement for the year. In the event that upon the final sale of the Bonds of all series for such year, such Bonds have been sold so as to require the levy of taxes in that year or any succeeding year for the purpose of making the payments described in clauses (i), (ii) and (iii) of the first paragraph of Section 7 hereof with respect to such Bonds and Bonds sold in prior years (after taking into account mandatory redemptions) in an amount less than the amount specified therefor in Section 7 hereof, then there shall be included, in the final notification of sale to the City Council described in the third (3rd) paragraph of this Section 12, the determination made pursuant to clauses (a) and (b) of the first paragraph of Section 7 hereof regarding the application of any excess levy collections for that year and any succeeding year resulting from such sale or sales with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, in connection with a determination made pursuant to clause (b) of the first paragraph of Section 7 hereof, an Authorized Officer shall file in the respective offices of the County Clerks certificates of tax abatement for such year or years. If any of the Bonds are not to be sold and issued as provided herein as determined by an Authorized Officer, the corresponding taxes herein levied to pay debt service thereon shall be abated in full. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the sale or sales of the Bonds in such year or the non-issuance thereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

In addition to the abatement contemplated in the immediately preceding paragraphs, if and to the extent prior to the deadline for the timely annual abatement of Ad Valorem Taxes, the City Treasurer shall transfer Incremental Taxes to the Bond Registrar (as depository) in amounts sufficient to make the payments described in (i), (ii) and (iii) of the first paragraph of Section 7 with respect to a series of Bonds due during the one year period commencing on January 1 of such succeeding calendar year, with specific directions to apply such monies for such purposes, an Authorized Officer shall direct the abatement of Ad Valorem Taxes to the extent but not in excess) of the amount so transferred and a certificate of abatement as described above shall be filed in the respective offices of the County Clerks. Amounts so transferred to the Bond Registrar are hereby pledged to the payment of the applicable series of Bonds, and shall be used for no other purpose. Such funds shall be free of any pledge, lien or other encumbrance at the time of transfer to the Bond Registrar.

The preparation, use and distribution of a preliminary official statement, an official statement or any other disclosure document relating to each sale and issuance of the Bonds are hereby ratified and approved. The Mayor and an Authorized Officer are each hereby authorized to execute and deliver an official statement or other disclosure document relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement, official statement and other disclosure documents herein authorized shall be in substantially the forms previously used for general obligation bonds of the City, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the Bonds, and describe accurately the current financial condition of the City and the parties to the financing.

In connection with any sale of the Bonds, an 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, each 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 each Continuing Disclosure Undertaking as executed. An Authorized Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its respective terms from time to time following its execution and delivery as said officer shall deem necessary. In addition, an Authorized Officer is authorized to make all future filings with each Nationally Recognized Municipal Securities Information Repository with respect to any debt obligations of the City, all in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any applicable Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the applicable terms of sale.

The form of Intergovernmental Agreement between the City and the Board (the "Intergovernmental Agreement") attached hereto as Exhibit D is hereby approved and the Mayor or an Authorized Officer (or a designee thereof) are each hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City with respect to the Phase 1 (or any portion thereof), such Intergovernmental Agreement to be in substantially the form attached hereto and made a part hereof

and hereby approved with such changes therein as shall be approved by the Mayor or an Authorized Officer (or a designee thereof) executing the same, with such execution to constitute conclusive evidence of such officer's approval and this City Council's approval of any changes or revisions therein from the form of Intergovernmental Agreement attached hereto. The Mayor or an Authorized Officer (or a designee thereof) are each further authorized to execute and deliver an Intergovernmental Agreement with respect to Phase 2 and Phase 3 (or any portion thereof) on behalf of the City, such Intergovernmental Agreement to be in substantially the form attached hereto and made a part hereof and hereby approved with such changes therein as shall be approved by the Mayor or an Authorized Officer (or a designee thereof) executing the same, with such execution to constitute conclusive evidence of such officer's approval and this City Council's approval of any changes or revisions therein from the form of Intergovernmental Agreement attached hereto.

The Mayor, an Authorized Officer, the City Treasurer, the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds and the other documents and agreements authorized hereunder, and the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 13. The proceeds from the sale of any series of the Bonds shall be used as follows:

(a) The sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the applicable Bond Fund or the applicable Ad Valorem Tax Escrow Account, if established.

(b) From the sale proceeds derived from any such sale of the Bonds, (i) such sum as may be determined by an Authorized Officer to be necessary to pay not more than three (3) years of interest on the Bonds issued to pay costs of the Projects may be used to pay such interest, and to that end, may be deposited in the applicable Bond Fund or the applicable Ad Valorem Tax Escrow Account, if established; (ii) the sum determined by an Authorized Officer to be necessary to pay the costs of the Projects shall be set aside, held and invested at the direction of an Authorized Officer, and shall be deposited into one or more "Project Funds" to be held by the Bond Registrar as Depository pursuant to the terms of a depository agreement (a "Depository Agreement"), and the Mayor, an Authorized Officer, the City Clerk and the Deputy City Clerk, or any of them are hereby authorized to execute and deliver a Depository Agreement in such form as the officer so executing shall deem appropriate; and (iii) the sum determined by an

Authorized Officer to be sufficient to pay the Prior Obligations being refunded at or prior to their respective maturities, at a price of par, the applicable redemption premium and accrued interest thereon up to and including said redemption or maturity dates shall be deposited into one or more "Escrow Accounts" to be held by one or more banks or trust companies to be designated by an Authorized Officer, each pursuant to the terms of an escrow agreement (each a "Refunding Escrow Agreement"), and the Mayor, an Authorized Officer, the City Clerk and the Deputy City Clerk, or any of them, are hereby authorized to execute and deliver each Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the refunding or refundings described in this paragraph. Notwithstanding any provision of the Municipal Code, investments acquired with proceeds of the Bonds or investment income thereon may mature beyond two (2) years from the date of acquisition, and may include agreements entered into between the City and providers of securities under which agreements providers agree to purchase from or sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreement.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b), above, the amount deemed necessary by an Authorized Officer shall be applied to the payment of the costs of issuance of the Bonds and other costs incident to the issuance of the Bonds and the refunding of the Prior Obligations, including the premium or fee for bond insurance or other credit or liquidity enhancement, if any, and any unexpended portion of the sale proceeds shall be paid to the City to be applied to pay Redevelopment Project Costs in accordance with the Act and this ordinance.

If and to the extent that the estimated costs of any Project differs from those utilized to determine the size of the related series of Bonds resulting in excess proceeds, such excess may be applied as determined by an Authorized Officer to fund alternate expenses as are authorized by the Act and the applicable redevelopment plan for the related Redevelopment Project Area. In no event shall any excess proceeds of a series of Bonds be applied to pay a cost or expenses related to any Redevelopment Project Area other than the one initially associated therewith.

An Authorized Officer shall report to the City Council with respect to the expenditure of the proceeds of each series of the Bonds issued hereunder to pay the costs of the Projects (or such alternate uses to the extent of any excess proceeds). Such reports shall be made no later than August 1 of each year, commencing August 1, 2007, with respect to expenditures made during the preceding calendar year. No report shall be required hereunder following any calendar year in which no proceeds of any series of the Bonds are expended to pay costs of the Projects (or alternate uses).

SECTION 14. The Mayor or an Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements, or options to enter into such agreements, with counterparties selected by an Authorized Officer, the purpose of which is to provide to the City (i) an interest rate basis, cash flow basis, or other basis different from that provided in the Bonds for the payment of interest or (ii) with respect to a future delivery of Bonds, one or more of a guaranteed interest rate, interest rate basis, cash flow basis, or purchase price. Such agreements or contracts include without limitation agreements or contracts commonly known as interest rate exchange, collar, cap, or derivative agreements, forward payment conversion agreements, interest rate locks, forward bond purchase agreements, bond warrant agreements, or bond purchase option agreements and also include agreements or contracts providing for payments based on levels of or changes in interest rates, including a change in an interest rate index, to exchange cash flows or a series of payments, or to hedge payment, rate spread, or similar exposure. The stated aggregate notional amount (net of offsetting transactions) under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds to which such agreements relate. For purposes of the immediately preceding sentence, "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap. Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swaps and Derivatives Association, Inc. (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof Should the I.S.D.A. form not be the appropriate form to accomplish the objectives of the City under this Section 14, then such other agreement as may be appropriate is hereby approved, the execution by the Mayor or an Authorized Officer being conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement described in this Section 14 shall (i) constitute a general obligation of the City for which is pledged its full faith and credit, (ii) be payable from the tax levy and to the extent described in Section 7 hereof, (iii) constitute operating expenses of the City payable from any monies, revenues, income, assets or funds of the City available for such purpose, or (iv) constitute any combination of (i), (ii), and (iii), all as shall be determined by

an Authorized Officer. Nothing contained in this Section 14 shall limit or restrict the authority of the Mayor or an Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council.

Any amounts received by the City pursuant to any agreement or option described in this Section 14 are hereby authorized to be expended for any purpose for which the proceeds of the applicable series of Bonds are authorized to be expended in accordance with the Act, all as determined by an Authorized Officer.

SECTION 15. The City covenants that it will take no action in the investment of the proceeds of the Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes) which would result in making the interest payable on any of such Bonds subject to federal income taxes by reason of such Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as heretofore or hereafter amended (the "Code").

The City further covenants that it will act with respect to the proceeds of Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes), the earnings on the proceeds of such Bonds and any other monies on deposit in any fund or account maintained in respect of such Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America. An Authorized Officer is hereby authorized to execute such agreements as shall be necessary, in the opinion of nationally recognized bond counsel, to evidence the City's compliance with the covenants contained in this paragraph.

SECTION 16. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution and as provided in the Act. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Bonds, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 17. The Mayor and an Authorized Officer may each designate another to act as their respective proxy and, as applicable, to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or such Authorized Officer pursuant to this ordinance and any instrument, certificate or

document required thereby. 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 the Mayor and such Authorized Officer, respectively. A written signature of the Mayor or of such Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed in the office of 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 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 the Authorized Officer in person.

SECTION 18. If requested by the Bond Registrar, the Mayor, an Authorized Officer and the City Clerk or Deputy City Clerk are each authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 19. If payment or provision for payment is made, to or for the registered owners of all or a portion of the Bonds, of the Compound Accreted Value of any Capital Appreciation Bond and the principal of and interest due and to become due on any Current Interest Bond or Variable Rate Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent as provided in Section 9 hereof or such bank or trust company as shall be designated by an Authorized Officer (such bank or trust company hereinafter referred to as a "Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void as to those Bonds or portions thereof except for purposes of registration, transfer and exchange of Bonds and any such payment from such monies or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the Compound Accreted Value of any such Capital Appreciation Bond or the principal of any such Current Interest Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent as provided in Section 9 hereof or a Defeasance Escrow Agent, in trust and exclusively for such payment, (1) monies sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed

by the United States of America; (C) obligations of the following government-sponsored agencies that are not backed by the full faith and credit of the United States Government: Federal Home Loan Mortgage Corp. (F.H.L.M.C.) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (F.H.L. Banks) debt obligations, Fannie Mae debt obligations, Financing Corp. (F.I.C.O.) debt obligations, Resolution Funding Corp. (REFCORP) debt obligations, and United States Agency for International Development (U.S.A.I.D.) Guaranteed notes; (D) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C) or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient monies to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such monies or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless, in the case of Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes), the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent or the applicable Defeasance Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of such Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision thereto.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities as provided in this section or a defeasance deposit with respect to the Prior Obligations pursuant to any Refunding Escrow Agreement authorized by Section 13(b) hereof, from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium (and other costs as provided in the Prior Obligations), if any, and interest on any of the defeased Bonds or Prior Obligations, as appropriate. Amounts held by the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent, any Defeasance Escrow Agent or any escrow agent pursuant to a Refunding Escrow Agreement (such escrow

agent hereinafter referred to as a "Refunding Escrow Agent") in excess of the amounts needed so to provide for payment of the defeased Bonds or Prior Obligations, as appropriate, may be subject to withdrawal by the City. The Mayor or an Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by an Authorized Officer, with respect to the investment and use of such excess amounts held by the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent, a Defeasance Escrow Agent or a Refunding Escrow Agent.

SECTION 20. Notwithstanding any other provisions of this ordinance, the terms and provisions of the trust indenture securing a series of Variable Rate Bonds as authorized in Section 2 hereof with respect to (a) the authentication, registration, transfer and destruction or loss of such Variable Rate Bonds, (b) subject to the limitation on redemption price set forth in Section 3(d) hereof, the redemption of such Variable Rate Bonds, or (c) the method of payment or defeasance of such Variable Rate Bonds, shall apply to such Variable Rate Bonds issued pursuant to this ordinance.

SECTION 21. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. 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. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

In this ordinance, the term "City Clerk" includes any person duly appointed as acting city clerk to fill a vacancy in the office of City Clerk until a successor has been duly elected and qualified.

SECTION 22. Repealer. That certain ordinance adopted on September 29, 2004 entitled "Authorization for Execution of Intergovernmental Agreement with Chicago Board of Education and Issuance of Tax Increment Allocation Revenue Note for Construction of Skinner Elementary School", and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, at pages 32487 to 32587, is hereby repealed in all respects.

SECTION 23. This ordinance shall be published by the City Clerk or the Deputy City Clerk, by causing to be printed in special pamphlet form at least

twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 24. This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided herein.

[Exhibits "A" and "B" referred to in this ordinance printed on pages 93978 and 93979 of this *Journal.*]

Exhibits "C" and "D" referred to in this ordinance read as follows:

Exhibit "C".
(To Ordinance)

Description Of Tax Increment Allocation Revenue Notes.

1. Fifty-three Million Seven Hundred Fifty Thousand Dollar ($53,750,000) maximum principal amount City of Chicago Tax Increment Allocation Revenue Note relating to Fifty-three Million Seven Hundred Fifty Thousand Dollar ($53,750,000) Board of Education of the City of Chicago Unlimited Tax General Obligation Bonds (Dedicated Revenues -- Westinghouse High School Project), Series2005C.

2. Twenty-five Million Dollar ($25,000,000) maximum principal amount City of Chicago Tax Increment Allocation Revenue Note relating to Twenty-five Million Dollar ($25,000,000) Board of Education of the City of Chicago Unlimited Tax General Obligation Bonds (Dedicated Revenues -- Albany Park Academy Project), Series 2004F.

3. Eighteen Million Five Hundred Thousand Dollar ($18,500,000) maximum principal amount of City of Chicago Tax Increment Allocation Revenue Note relating to Eighteen Million Five Hundred Thousand Dollar ($18,500,000) Board of Education of the City of Chicago Unlimited Tax General Obligation Bonds (Dedicated Revenues -- DePriest Elementary School Project), Series 2004H.

Exhibit "D".
(To Ordinance)

Intergovernmental Agreement

Between

The City Of Chicago

And

The Board Of Education Of The City Of Chicago

Regarding

Phase 1 Of The Modern Schools Across Chicago Program.

This intergovernmental agreement (this "Agreement") is made and entered into as the ____ day of ____, (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois. A limited joinder hereto is made as of the Agreement Date by the Public Building Commission of Chicago (the "Commission"), an Illinois municipal corporation.

Recitals.

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

Whereas, Pursuant to an ordinance adopted by the City Council on _____ (the "Bond Ordinance"), on the date identified in (Sub)Exhibit A hereto (the "Bond Issuance Date") the City issued certain general obligation bonds as identified in (Sub)Exhibit A hereto (the "Bonds"); and

Whereas, The City has deposited a portion of the proceeds of the sale of the Bonds with a depository (the "Depository", as identified in (Sub)Exhibit A hereto) pursuant

to a depository agreement (the "Depository Agreement") between the City and the Depository dated as of the date identified in (Sub)Exhibit A hereto (the "Depository Agreement Date"); and

Whereas, The City has obtained a commitment for bond insurance and a bond insurance policy (together, the "Insurance Policy") from the insurer identified in (Sub)Exhibit A hereto (the "Insurer") relating to the Bonds; and

Whereas, The Bond Ordinance authorizes the Chief Financial Officer, and if so designated and determined by the Chief Financial Officer, or if there is no person holding the office of Chief Financial Officer, the City Comptroller (the "Authorized Officer"), among other things, to execute an agreement or agreements to make a grant or grants funded from the proceeds of the Bonds (the "Bond Proceeds") to the Board; and

Whereas, The purposes of the grant or grants of Bond Proceeds from the City to the Board shall be to finance: (i) the acquisition of real property by the Board (or the Commission for the benefit of the Board) on which will be constructed new or will be expanded and/or rehabilitated existing public elementary or high schools (each an "Acquisition Project", which may also include initial site preparation for and/or preliminary construction of such improvements); (ii) the design of new public elementary or high schools by the Board (or the Commission for the benefit of the Board) (each a "Design Project", which may also include initial site preparation for and/or preliminary construction of such improvements); (iii) the construction of new public elementary or high schools by the Commission for the benefit of the Board (each a "Construction Project", which, by necessity, may also include the design of such improvements); (iv) the expansion and/or rehabilitation of existing public elementary or high schools by the Board (or the Commission for the benefit of the Board) (each a "Rehabilitation Project"); (v) the paying and retiring of (a) three (3) tax increment allocation revenue notes previously issued by the City to the Board (each a "Prior Note") and/or (b) the related Unlimited Tax General Obligations of the Board (the "Prior Board Bonds" and, collectively with the Prior Notes, the "Prior Obligations") to finance, respectively, the construction of an elementary school to be known as Albany Park Academy, an elementary school to be known as DePriest Elementary School, and a secondary school to be known as Westinghouse High School (the "Westinghouse Project") (each of the three a "Refunding Project"); and/or (vi) the payment of additional costs incurred or to be incurred by the Board in connection with the Westinghouse Project (an "Additional Financing Project"); and

Whereas, Each Acquisition Project, Design Project, Construction Project, Rehabilitation Project, Refunding Project and/or Additional Financing Project shall be known generically as a "Project"; each Project undertaken by the Commission for the Board shall be known generically as a "Commission Project"; and each Project undertaken by the Board on its own account and not through the Commission shall be known generically as a "Board Project"; and

Whereas, Each Project is generally as described in (Sub)Exhibit A hereto; and

Whereas, The real property on which each new or existing public school shall be or is located as part of a Project shall be known generically as a "Property"; and

Whereas, The legal description of each Property is attached as part of (Sub)Exhibit A; and

Whereas, Each new or existing public school and related improvements to be constructed or expanded and/or rehabilitated is described in the applicable portion of (Sub)Exhibit A hereto and shall be known generically as a "Facility"; and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight conditions through the use of tax increment allocation financing for redevelopment projects; and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on the respective dates indicated on (Sub)Exhibit A hereto (each a "T.I.F. Ordinance Date"): approving and adopting tax increment redevelopment plan and redevelopment projects, designating redevelopment project areas pursuant to the Act; and adopting tax increment financing for the redevelopment project areas (the aforesaid ordinances are collectively referred to herein as the "T.I.F. Ordinances", the redevelopment plans approved by the T.I.F. Ordinances are collectively referred to herein as the "Redevelopment Plans" and the redevelopment project areas created by the T.I.F. Ordinances are collectively referred to herein as the "Redevelopment Areas", all as set forth on (Sub)Exhibit A hereto); and

Whereas, The date and page citation in the *Journal of the Proceedings of the* City *Council of the City of Chicago, Illinois* (the "*Journal*") where the applicable Redevelopment Plan for each Project is published is set forth in (Sub)Exhibit A; and

Whereas, All of each Property lies [or will lie] wholly within the boundaries of a specified applicable Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from each Redevelopment Area shall be known as "Redevelopment Area Increment"); and

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

Whereas, The Redevelopment Plans contemplate that tax increment financing assistance would be provided for public improvements, and the rehabilitation, remodeling, renovation and reconstruction thereof, within the boundaries of the applicable Redevelopment Areas; and

Whereas, The City desires to use a portion of the Bond Proceeds for the Projects on the Properties, all of which lie wholly within the boundaries of the applicable Redevelopment Areas; and

Whereas, The City agrees to use a portion of the Bond Proceeds in the amount set forth in the applicable portion of (Sub)Exhibit A hereto (the "City Funds"), to pay for or reimburse the Board for the costs of each Project, to the extent that such costs constitute T.I.F.-Funded Improvements (as defined in Article Three, Section 3 hereof), pursuant to the terms and conditions hereof; and

Whereas, In accordance with the Act, certain of the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to the Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plans, and, pursuant to the Bond Ordinance, the City has found that such T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facilities that are necessary and directly result from the redevelopment project constituting the Projects and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

Whereas, To induce the City to enter into this Agreement, the Board has caused the Commission to sign the limited joinder hereto; and

Whereas, The City and the Board now desire to enter into 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:

Article One.

Incorporation Of Recitals.

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

Article Two.

The Project.

1. The plans and specifications for the Projects shall: (a) at a minimum meet the general requirements for the Facilities as set forth in the applicable portions of (Sub)Exhibit A hereof, (b) be provided to the City by the Board, and (c) be approved by the City in the City's discretion. The Board shall comply (and with respect to the Commission Projects shall cause the Commission to comply) with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board (and of the Commission with respect to the Commission Projects), all as may be in effect from time to time, pertaining to or affecting the Projects or the Board (or the Commission with respect to the Commission Projects) as related thereto, including but not limited to those summarized on (Sub)Exhibit D attached hereto and incorporated herein. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time each Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Projects (including the Commission Projects), the Board agrees to require the contractor (including the Commission with respect to the Commission Projects) to name the City as an additional insured on insurance coverages and to require the contractor (including the Commission with respect to the Commission Projects) to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the applicable Projects (including the Commission Projects) by the contractor (including the Commission with respect to the Commission Projects) or the contractor's (including the Commission's with respect to the Commission Projects) suppliers, employees, or agents.

3. The Board agrees that: (a) the Commission Projects shall be undertaken pursuant to and in compliance with (i) that certain Memorandum of Understanding between the Board and the Commission dated as of June 22, 2006, and (ii) that certain Intergovernmental Agreement between the Board and the Commission regarding the Modern Schools Program dated as of [_____] ((i) and (ii), collectively, the "Board-Commission Agreement"), copies of which are attached hereto as (Sub)Exhibit F (any subsequent, supplementary or amendatory agreement between the Board and the Commission with respect to the Commission Projects shall not be effective without the City's prior written consent if such an agreement impacts or affects the undertakings of the Board pursuant to this Agreement, and a copy of such an agreement shall be provided to the City by the Board and deemed

attached hereto as (Sub)Exhibit F); (b) the City shall be deemed to be a third party beneficiary of the Board-Commission Agreement with respect to the Commission Projects; and (c) in the event of a conflict between this Agreement and the Board-Commission Agreement (including, but not limited to, with respect to the disbursement of City Funds pursuant hereto), this Agreement shall control.

Article Three.

Funding.

1. (a) With respect to each Project other than a Refunding Project, on a monthly basis (or at such other intervals as the City may agree to), the Board shall provide the Depository and the City's Department of Finance (the "Department") with a Requisition Form, in the form of (Sub)Exhibit D hereto, along with: (i) a cost itemization of the applicable portions of the Project budget attached as (Sub)Exhibit B hereto; (ii) evidence of the expenditures upon T.I.F.-Funded Improvements which the Board has paid or will pay; and (iii) all other documentation described in (Sub)Exhibit D. Pursuant to the Depository Agreement, the Depository will make the applicable requested disbursement of City Funds to the Board (or to such other party as the Board may request in writing). The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. With respect to each Refunding Project, the City shall disburse, or shall direct the Depository to disburse City Funds into an escrow account in such amounts and at such times so as to pay and retire the Prior Obligations pursuant to the terms thereof.

(b) The Board shall satisfy, to the reasonable satisfaction of the Authorized Officer, prior to the disbursement of any of the City Funds to the Board for costs incurred or to be incurred relative to an Acquisition Project, that the Board (or the Commission for the benefit of the Board) has or will receive satisfactory title to the applicable Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the Authorized Officer in his or her reasonable judgment.

(c) Delivery by the Board of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification, representation and warranty to the Depository and the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds requested represents the actual amount paid or to be paid to the general contractor, subcontractors, and other parties who

have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the Requisition Form (if any) have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit E of this Agreement.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City or the Depository from relying on such certifications by the Board.

(d) If, at any time, with the approval of the City, the Depository disburses City Funds in advance and in anticipation of the incurrence of costs by the Board, then, upon disbursement by the Depository, such City Funds shall be held in a segregated account for the applicable Project, and the Board shall provide the City with the statements for such segregated Project account as part of the quarterly report for such Project required pursuant to Article Three, Section 5 below.

(e) Payment of City Funds will be made subject to all applicable restrictions on and obligations of the City contained in: (i) the Depository Agreement [and the Insurance Policy], and (ii) all City ordinances relating to the Bonds, including but not limited to the Bond Ordinance and all agreements and other documents entered into by the City pursuant thereto.

(f) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with any 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 T.I.F.-Funded Improvements ("Other Bonds"); provided, however, that any such amendments shall not reduce the amount of City Funds for a Project or otherwise have a material adverse effect on the Board or the applicable Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance

in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the applicable Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Other Bonds if issued to pay for all or a portion of the T.I.F.-Funded Improvements.

2. The estimate of the cost of each Project is set forth on the applicable portion of (Sub)Exhibit A hereto. The Board has delivered to the Authorized Officer a detailed preliminary budget attached hereto and incorporated herein as (Sub)Exhibit B. The Board shall deliver to the City an amended budget (if necessary) in connection with each Requisition Form and a final budget (upon Project completion) for each Project, and when approved by the City in writing such amended (if any) and final budgets shall also be attached hereto and incorporated herein as (Sub)Exhibit B. The budget shall identify the sources of and uses for all funds for a Project. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete each Project. The Board agrees that the City will only contribute the City Funds to each Project and that all costs of completing each Project over the City Funds (if any) shall be the sole responsibility of the Board. If the Board at any time does not have sufficient funds to complete a Project, the Board shall so notify the City in writing, and the Board may reduce the scope of such Project as agreed with the City in order to complete such Project with the available funds.

3. "T.I.F.-Funded Improvements" shall mean the capital improvements; land assembly costs; relocation costs; rehabilitation, remodeling, renovation and reconstruction costs; financing costs and other costs, if any, recognized and approved in writing by the City as being eligible redevelopment project costs under the Act with respect to each Project, to be paid for out of City Funds. Attached as (Sub)Exhibit C and incorporated herein is a preliminary list of T.I.F.-Funded Improvements. The Board shall deliver to the City an amended list of T.I.F.-Funded Improvements (if necessary) in connection with each Requisition Form and a final list of "T.I.F. Funded Improvements" (upon Project completion), and when approved by the City in writing such amended (if any) and final lists of T.I.F.-Funded Improvements shall also be attached hereto and incorporated herein as (Sub)Exhibit C. To the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the applicable Redevelopment Plans. During the course of a Project, the Authorized Officer, based upon the detailed project budget attached as (Sub)Exhibit B and any necessary modifications thereto, shall make or approve such modifications to (Sub)Exhibit C as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all T.I.F.-Funded Improvements shall (i) qualify as

redevelopment project costs under the Act; (ii) qualify as eligible costs under the applicable Redevelopment Plan; and (iii) be improvements or costs that the Authorized Officer has agreed to pay for out of City Funds, subject to the terms of this Agreement. The Board acknowledges the terms of the Redevelopment Plans.

4. If the aggregate cost of a Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on such Project (the "Excess City Funds"); provided, however, that the foregoing shall not be construed to preclude the Board from requesting all or some of the Excess Proceeds from the City to finance other costs incurred by the Board in the applicable Redevelopment Area, subject to the Act, the Redevelopment Plan, and the City's approval (in the City's sole discretion).

5. The Board shall provide to the City quarterly reports on the progress and status of the Projects and reasonable access to its books and records relating to the Projects.

6. During the Term hereof the Board shall not sell, transfer, convey, lease or otherwise dispose of all or any portion of any Property or any interest therein (a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act. Subject to applicable law, the Board shall pay any proceeds of any Transfer to the City. Nothing contained in this Article Three, Section 6 shall be construed as prohibiting the City from holding title to any Property for the benefit of the Board as may be permitted or required by law.

Article Four.

Term.

The Term of the Agreement shall commence as of the Agreement Date and shall expire, with respect to each Project, as of the date on which the applicable Redevelopment Project Area is no longer in effect (the "Redevelopment Area Termination Date", as indicated for each Project and applicable Redevelopment Area in the applicable portion of (Sub)Exhibit A hereto).

Article Five.

Indemnity; Default.

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

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board with respect to a Project under this Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement with respect to the applicable Project or any portion thereof with respect to the applicable Project and all related agreements, and may suspend disbursement of the City Funds with respect to the applicable Project. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days after its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City with respect to a Project under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement with respect to the applicable Project and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at

law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days after its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

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

Article Seven.

Notice.

Notice To Board Shall Be Addressed To:

Chief Financial Officer Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

Notice To The City Shall
Be Addressed To:

Chief Financial Officer
Office of the Chief Financial Officer
33 North LaSalle Street, Room 600
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

and

Corporation Counsel
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subjection (d) shall be deemed receive two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

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

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

Article Nine.

Modification.

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

Article Ten.

Compliance With Laws.

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

Article Eleven.

Governing Law And Severability.

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

Article Twelve.

Counterparts.

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

Article Thirteen.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Fourteen.

Authority.

Execution of this Agreement by the City is authorized by the Bond Ordinance. Execution of this Agreement by the Board is authorized by Board Report ____. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

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

Article Sixteen.

Disclaimer Of Relationship.

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

Article Seventeen.

Construction Of Words.

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

Article Eighteen.

No Personal Liability.

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

Article Nineteen.

Representatives.

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

For The Board:	Board of Education of the City of Chicago 125 South Clark Street Chicago, Illinois 60603 Attention: Chief Financial Officer Phone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)
For The City:	City of Chicago, Department of Finance 33 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: _____ Phone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

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

Article Twenty.

The Prior Obligations.

1. Concurrently herewith and as of the date hereof, the Board has (a) cancelled the Prior Notes identified on (Sub)Exhibit A hereto, (b) delivered the cancelled Prior Notes to the City, and (c) waived all restrictions on and conditions to prepayment thereof contained therein.

2. Concurrently herewith and as of the date hereof, the City and the Board hereby terminate (a) that certain intergovernmental agreement between the City and the Board regarding Westinghouse High School dated as of November 1, 2005 (the "Westinghouse Agreement"), (b) that certain intergovernmental agreement between the City and the Board regarding DePriest Elementary School dated as of November 24, 2004, and (c) that certain intergovernmental agreement between the City and the Board regarding Albany Park Academy dated as of November 24, 2004.

3. As contemplated by the Westinghouse Agreement and on the basis of the City's Tax Increment Allocation Note in the amount of Fifty-three Million Seven Hundred Fifty Thousand Dollars ($53,750,000) (the "Westinghouse Prior Note"), the Board on [_____, 2005] did issue and deliver Fifty-three Million Seven Hundred Fifty Thousand Dollar ($53,750,000) aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues -- Westinghouse High School Project), Series 2005C (the "Westinghouse Prior Board Bonds"). Concurrently with the execution and delivery of this Agreement, the City is depositing into escrow amounts sufficient, together with certain monies being deposited by the Board, to pay and defease the Westinghouse Prior Board Bonds. As consideration for such deposit by the City, the Board agrees with the City to apply the remaining proceeds of the Westinghouse Prior Board Bonds (in the amount of $[_____]) to pay the costs of Westinghouse Project in the manner contemplated by this Agreement.

Article Twenty-One.

Tax Matters.

The Board shall not act or fail to act in such a way as to prevent the City from complying with the terms and conditions of that certain [Tax Certificate] entered

into by the City in connection with the Bonds, a copy of which has been provided to the Board.

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

City of Chicago, Illinois

By: _____
Chief Financial Officer

The Board of Education of the
City of Chicago

By: _____
President

Attest By: _____
Secretary

Board Report Number: _____

Approved as to Legal Form:

_____
General Counsel

Limited Joinder.

As of the Agreement Date set forth above, with respect to the Commission Projects, the Public Building Commission of Chicago hereby:

(1) acknowledges the terms of the Agreement and the exhibits thereto; and

(2) agrees that the City shall be deemed to be a third party beneficiary of the Board-Commission Agreement; and

(3) agrees that in the event of a conflict between the Agreement and the Board-Commission Agreement (including, but not limited to, with respect to the disbursement of City Funds pursuant to the Agreement), the Agreement shall control.

Public Building Commission of Chicago

By: _____

Name: _____

Title: _____

(Sub)Exhibits "A-__", "A1" through "A13", "B-__", "B1" through "B13", "C-__", "C1" through "C13", "D", "E" and "F" referred to in this Intergovernmental Agreement with the Chicago Board of Education read as follows:

(Sub)Exhibit "A-__".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The _____ Project.

Bond Issuance Date: _____

Bonds: _____

Depository: _____

Depository Agreement Date: _____

Insurer: _____

Type of School: _____

Property Location (attach legal description): _____

Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission)*: _____

Prior Note: _____

Facility Description: _____

T.I.F. Ordinance Date: _____

Redevelopment Area:

Redevelopment Plan *Journal* Citation: _____

Redevelopment Area Termination Date: _____

City Funds: $_____

Project Budget: $_____

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* A project may encompass more than one category and may be undertaken by more than one party: for example, a Project may encompass both an Acquisition Project and a Design Project, where the Acquisition Project is undertaken by the Board (therefore the Acquisition Project is a Board Project) and the Design Project is undertaken by the Commission (therefore the Design Project is a Commission Project).

(Sub)Exhibit "A-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Collins Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	High School
Property Location (attach legal description):	1313 South Sacramento Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Rehabilitation (Board)
Prior Note:	N.A.
Facility Description:	The renovation of existing schools includes A.D.A. upgrades, science lab upgrades, building envelope and interior finish work, exterior and landscape improvements in order to bring the school facilities up to the latest Board renovation standards
T.I.F. Ordinance Date:	May 17, 2000
Redevelopment Area:	Midwest Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	May 17, 2000 (pages 30775 -- 30925)
Redevelopment Area Termination Date:	December 31, 2023
City Funds:	$30,000,000
Project Budget:	$31,448,773

Legal Description.

School:	George W. Collins High School
Section:	24
Township:	39
Range:	13
Folio:	
Source date:	March 1, 1979

That part of the northwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

commencing at the point of intersection of the west line of South Albany Avenue with the south line of West Roosevelt Road, the south line of said West Roosevelt Road being distant 50 feet south of the north line of the northwest quarter of said Section 24; thence "due south" along the west line of said South Albany Avenue, said west line of South Albany Avenue is to be used as a base for the following described courses, a distance of 370 feet to a point; thence "due east" a distance of 369.51 feet to the point of beginning of land herein to be described; thence continuing "due east" a distance of 410 feet to a point; thence "due south", a distance of 500 feet to a point; thence "due east", a distance of 115 feet to a point; thence "due south" a distance of 291 feet to a point; thence "due west" a distance of 225 feet to a point; thence "due north" a distance of 148 feet to a point; thence "due west", a distance of 324.19 feet to a point; thence northerly along a curve line convex to the east and having a radius of 1,756 feet, an arc distance of 169.77 feet and having a chord distance of 169.70 feet and bearing of north 08 degrees, 07 minutes, 12 seconds west to a point; thence continuing northerly along a curve line convex to the west, and having a radius of 2,475 feet, an arc distance of 192.11 feet and having a chord distance of 192.05 feet and bearing north 08 degrees, 22 minutes, 39 seconds west to a point; thence continuing northerly along a curve line convex to the west, and having a radius of 405 feet, an arc distance of 301.95 feet and having a chord distance of 295.01 feet, and bearing of north 14 degrees, 58 minutes, 02 seconds east to the point of beginning, all in Cook County, Illinois.

(Sub)Exhibit "A-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Mather Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	High School
Property Location (attach legal description):	5835 North Lincoln Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Rehabilitation (Board)
Prior Note:	N.A.
Facility Description:	The renovation of existing schools includes A.D.A. upgrades, science lab upgrades, building envelope and interior finish work, exterior and landscape improvements in order to bring the school facilities up to the latest Board renovation standards
T.I.F. Ordinance Date:	November 3, 1999, amended May 17, 2000
Redevelopment Area:	Lincoln Avenue Redevelopment Project Area

Redevelopment Plan *Journal* Citation:	November 3, 1999 (pages 13229 -- 13334), May 17, 2000 (pages 31902 -- 31998)
Redevelopment Area Termination Date:	December 31, 2023
City Funds:	$30,000,000
Project Budget:	$31,187,417

Legal Description.

School:	Stephen Tyng Mather
Section:	1
Township:	40
Range:	13
Folio:	
Source date:	February 7, 1990

Parcel 1:

Lots 122 through 140, inclusive, Lots 169 through 178, inclusive, Lots 192 through 204, inclusive, Lots 233 through 245, and Lots 273 through 287, inclusive, in Krenn and Dato's Polo grounds addition to North Edgewater in the southwest quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, north of Lincoln Avenue, in Cook County, Illinois.

Parcel 2:

All of the north/south 16 foot vacated alley lying east of and adjoining the east line of Lot 122, lying west of and adjoining the west line of Lots 136 through 140 and lying northeasterly of the southwesterly line of Lot 136 extended to the southeast corner of Lot 122 all described in Parcel 1.

Parcel 3:

All that part of vacated North Francisco Avenue lying east of and adjoining the east line of Lots 136 through 140; lying west of and adjoining the west line of Lots 169 through 177; lying northwesterly of and adjoining the northwesterly line of Lot 134; lying east of and adjoining the east line of Lot 135; lying southeast of and adjoining the southeast line of Lot 135; lying southeasterly of the east line of Lot 136 extended to Lot 135; lying northwesterly of the west line of Lot 177 extended to Lot 178; and lying northeasterly of the southwesterly line of Lot 135 extended to Lot 178, all described in Parcel 1.

Parcel 4:

All of the northwesterly/southeasterly 16 foot vacated alley lying northeasterly of adjoining the northeasterly lines of Lots 123 through 135; lying southwesterly of and adjoining the southwesterly lines of Lots 122 and 136; lying southwesterly of and adjoining a line drawn from the southeasterly corner of Lot 122 to the southwesterly corner of Lot 136, lying southeasterly of the west line of Lot 122 extended to the northwesterly corner of Lot 123; lying westerly of the east line of Lot 136 extended to the intersection of the east and northeasterly lines of Lot 135; also lying southeasterly of vacated North Francisco Avenue; lying northeasterly of and adjoining the northeasterly line of Lot 178 (except the southeasterly 16 feet thereof) lying southwesterly of the southwesterly line of Lot 177; and lying northwesterly of the northwesterly line of the southwesterly 16 feet of Lot 178 extended to Lot 177, all described in Parcel 1.

Parcel 5:

All of the north/south 16 foot vacated alley lying east of and adjoining the east line of Lots 169 through 197 and lying west of and adjoining the west line of Lots 192 through 204, all described in Parcel 1.

Parcel 6:

That part of vacated North Mozart Street lying east of and adjoining the east line of Lots 192 through 204; lying west of and adjoining the west line of Lots 233 through 245; lying north of the south line of the north 14 feet of Lot 245 extended to the east lot line of Lot 192; and lying south of a line extended from the north lot line of Lot 204 to the northwest corner of Lot 233, all described in Parcel 1.

Parcel 7:

All of the north/south vacated 16 foot alley lying east of and adjoining the east line of Lots 233 through 244 and the north 14 feet of Lot 245; lying west of and

adjoining the west line of Lots 273 through 287; and lying north of a line extended from the south line of the north 14 feet of Lot 245 to the west line of Lot 272, all described in Parcel 1.

(Sub)Exhibit "A-3".
(To Intergovernmental Agreement With Chicago Board Of Education)

The Austin Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	High School
Property Location (attach legal description):	231 North Pine Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Rehabilitation (Board)
Prior Note:	N.A.
Facility Description:	The renovation of existing schools includes A.D.A. upgrades, science lab upgrades, building envelope and interior finish work, exterior and landscape improvements in order to bring the school facilities up to the latest Board renovation standards

T.I.F. Ordinance Date:	September 29, 1999, amended November 3, 2004
Redevelopment Area:	Madison/Austin Corridor Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	September 29, 1999 (pages 11507 -- 11622), November 3, 2004 (pages 34555 --34570)
Redevelopment Area Termination Date:	December 31, 2023
City Funds:	$30,000,000
Project Budget:	$32,889,687

Legal Description.

School:	Austin High
Section:	8/9
Township:	39
Range:	13
Folio:	
Source date:	November 16, 1989

Parcel 1:

Block 11 (except the north 210 feet of the east half) in Frinks Resubdivision of the north 36¼ acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, and the north 36¼ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, being a resubdivision of Lots 1 to 8 of the Superior Court Partition of the above described land known as Frinks Subdivision (except as to the 30 multiplied by 175 feet in the northwest corner of Block 2) also that part of the west half of the vacated Lotus Avenue east and adjoining, in Cook County, Illinois.

Parcel 2:

Lots 1 to 5 and vacated private alley west and adjoining said lots and that part of vacated North Lotus Avenue east of adjoining land in Geo Davis Subdivision of the north 210 feet of the east half of Block 11 in Frinks Resubdivision of the north 36¼ quarter acres of the east half the southeast quarter of Section 8 and the north 36¼ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 1 to 38 and the vacated north and south alley in Block 12 in the subdivision of the south 541.37 feet of the east 6 acres of Lot 8 in Frinks Resubdivision of the north 36¼ acres of the east half of the southeast quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian and the north 36¼ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, being a resubdivision of the Superior Court Partition of the above described land known as Frinks (except as to the 30 multiplied by 175 feet in the northwest corner of Block 2) also that part of the east half of vacated North Lotus Avenue west and adjoining Lots 1 to 19, in Cook County, Illinois.

(Sub)Exhibit "A-4".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Southwest Elementary Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School

Property Location (attach legal description):	West 55th Street and South St. Louis Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Construction (Commission)
Prior Note:	N.A.
Facility Description:	Elementary school facility to accommodate 800 -- 1,000 students with 6 pre-kindergarten/kindergarten classrooms, 24 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces and parking. Final design will be based on educational and community input
T.I.F. Ordinance Date:	May 17, 2000
Redevelopment Area:	51st/Archer Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	May 17, 2000 (pages 31097 -- 31215)
Redevelopment Area Termination Date:	December 31, 2024
City Funds:	$30,000,000
Project Budget:	$30,791,178

Southwest Elementary, Also Known As Sandoval.

Chicago Title Insurance Company

Owner's Policy (1992)

Schedule A (Continued)

Policy Number: 1401 008056498DG.

Legal Description.

5. The land referred to in this policy is described as follows:

A parcel of land being part of the west 10.04 chains of the southeast quarter of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian further described as follows:

beginning at the intersection of the north line of West 55th Street with the east line of the Grand Trunk Western Railroad right-of-way, said north line being 33.00 feet normally distant north of the south line of said southeast quarter, said east line being 50 feet normally distant east of the west line of said southeast quarter; thence north 01 degree, 14 minutes, 41 seconds west, along said east line, being parallel with the west line of said southeast quarter, 494.00 feet; thence north 88 degrees, 49 minutes, 41 seconds east parallel with the south line of said southeast quarter, 585.58 feet to the west line of South St. Louis Avenue, said west line being 33.00 feet normally distant west of the centerline of South St. Louis Avenue; thence south 01 degree, 14 minutes, 04 seconds east, along said west line 494.00 feet to the aforementioned north line of said West 55th Street; thence south 88 degrees, 49 minutes, 41 seconds west, along said north line, 585.49 feet to the point of beginning.

Permanent Index Number:

19-11-400-006-0000.

(Sub)Exhibit "A-5".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The South Shore High School Project [Preliminary].

Bond Issuance Date: _____

Bonds: _____

Depository: Cole Taylor Bank

Depository Agreement Date:	_____
Insurer:	_____
Type of School:	High School
Property Location (attach legal description):	7529 South Constance Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Construction (Commission)
Prior Note:	N.A.
Facility Description:	High school facility to accommodate 1,200 students comprised of two small schools of 600 students each. Plans include 26 standard classrooms, specialty classrooms, language and computer labs, science labs, music and art rooms, 2 administrative centers, learning resource center, nurse and student services, student dining room and full service kitchen, multi-purpose room, combined gymnasium/auditorium, building support spaces, and parking. Final design will be based on educational and community input
T.I.F. Ordinance Date:	October 7, 1998
Redevelopment Area:	71st and Stony Island Tax Increment Financing Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	October 7, 1998 (pages 78139 -- 78211)
Redevelopment Area Termination Date:	October 7, 2021
City Funds:	$65,000,000
Project Budget:	$66,646,970

South Shore Community Academy High School.
(Property North Of 76th Street Only)

Legal Description.

Parcel 1:

Lots 1 to 15, both inclusive, in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, both inclusive, in Block 3 and all that part of Lots 39 and 40 (except the west 1 foot in Block 3, lying northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right-of-way line of the Baltimore and Ohio Railroad), also Lots 1 to 50, both inclusive, in Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Also,

Parcel 2:

Lots 1 to 11, both inclusive, in Block 4 in James Stinson's Subdivision of East Grand Crossing, being a subdivision in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Also,

Parcel 3:

The east 27.12 feet of the west 28.12 feet (as measured along the south line) of that part of Lots 26 to 40 taken as a tract (except that part of Lot 40 lying northeasterly of a line which is 16 feet south westerly of and parallel to the southwesterly right-of-way line of Baltimore and Ohio Railroad) in Block 3 in Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

Permanent Index Numbers:

20-25-304-001;	20-25-304-002;	20-25-304-003;	20-25-304-004;
20-25-304-005;	20-25-304-006;	20-25-304-007;	20-25-304-008;
20-25-304-038;	20-25-305-005;	20-25-305-006;	20-25-305-007;
20-25-305-011;	20-25-305-012;	20-25-305-013;	20-25-305-014; and
20-25-305-019;	20-25-305-020;	20-25-305-021;	20-25-305-022.
20-25-305-023;	20-25-305-025;	20-25-305-026;	

Rosenblum Park.
(East 75th Street, South Jeffrey Boulevard, East 76th Street, South Euclid Avenue, If Extended)

Legal Description:

Lots 1 through 44, inclusive, in Block 1 of James Stinson's Subdivision of East Grand Crossing in the east half of the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian together with the east/west vacated alley lying south of Lots 1 to 11 and north of Lots 12 and 44 and the north/south alley lying east of Lots 12 through 25 and west of Lots 26 through 44 and the vacated east/west alley lying south of Lot 29 and north of Lot 28 in said Block 1 taken as a tract.

Permanent Index Number:

20-25-307-018-0000.

Legal Description.

School:	South Shore High School
Section:	25
Township:	38
Range:	14

Folio:

Source Date: January 9, 1987

Parcel 1:

Lots 1 to 51, both inclusive, in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, both inclusive, in Block 3 and all that part of Lots 39 and 40 (except west 1 foot in Block 3, lying northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right-of-way of the Baltimore and Ohio Railroad), also Lots 1 to 50, both inclusive, in Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2:

Lots 1 to 11, both inclusive, in Block 4 in James Stinson's Subdivision of East Grand Crossing, being a subdivision in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

The east 27.12 feet of the west 28.12 feet (as measured along the south line) of that part of Lots 26 to 40 taken as a tract (except that part of Lot 40 lying northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right-of-way line of Baltimore and Ohio Railroad) in Block 3 in Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

Parcel 4:

The vacated north and south 16 foot alley which lies east of and adjacent to Lots 16 through 33 and west of and adjacent to Lots 34 to 51 in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, both inclusive, in Block 3 and all that part of Lots 39 and 40 (except the west 1 foot in Block 3, lying northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right-of-way of the Baltimore and Ohio Railroad, also Lots 1 to 50, both inclusive, in Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The vacated north and south 16 foot alley which lies east of and adjacent to Lots 1 through 15 in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, inclusive, of Block 3, and all that part of Lots 39 and 40 (except the west 1 foot) of Block 3, lying northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right-of-way line of Baltimore and Ohio Railroad, also Lots 1 to 50, inclusive, of Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, excepting from the above described tract of land the west 1 foot of the north 16 feet of Lot 40 (said north 16 feet measured along the west line of said Lot 40) in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

267,659 square feet, 6.14 acres

(Sub)Exhibit "A-6".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Westinghouse Project [Preliminary]

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	High School
Property Location (attach legal description):	The area bounded by Franklin Boulevard, Spaulding Avenue, Sawyer Avenue and the Canadian & North Western Railway

Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Refunding, Additional Financing for Construction (Commission)
Prior Note:	$53,750,000 Tax Increment Allocation Revenue Note (Chicago/Central Park Redevelopment Project), Series 2005A
Facility Description:	High school facility to accommodate 1,200 students comprised of two small schools of 600 students each; a career academy and a college preparatory high school. Plans include 28 standard classrooms, specialty classrooms, language and computer labs, science labs, music and art rooms, 2 administrative centers, learning resource center, nurse and student services, student dining room and full service kitchen, multi-purpose room, auditorium, gymnasium, natatorium, building support spaces, site athletic amenities and parking.
T.I.F. Ordinance Date:	February 27, 2002
Redevelopment Area:	Chicago/Central Park Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	February 27, 2002 (pages 79794 -- 80002)
Redevelopment Area Termination Date:	December 31, 2026
City Funds:	$70,000,000
Project Budget:	$71,648,706

Westinghouse School Project

Property Description.

Parcel 1.

Existing High School Building Site.
(Block Bounded By Franklin Boulevard, Spaulding Avenue,
Homan Avenue And C.N.W. Railroad Right-Of-Way
And That Portion Of Vacated Spaulding Avenue
Used For The Existing School Parking Lot)

Legal Description:

That part lying south of West Franklin Boulevard of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian except therefrom 20 acres off the east side of said tract conveyed by William Morton to Helen M. Kelly by warranty deed dated August 10, 1864 and recorded August 17, 1864 as Document 84957 and except that part thereof conveyed by George Hancock by warranty deed dated October 17, 1870 and recorded November 15, 1870 as Document 73336 to the West Chicago Park commissioners and except that part thereof belonging to and occupied by the Chicago and Northwestern Railroads Company together with that part of North Spaulding Avenue vacated by ordinance passed January 14, 1918 and recorded January 23, 1918 as Document Number 6264246,

Also Known As,

the southwest quarter of the southeast quarter the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian except that part taken or dedicated for boulevard and streets.

Common Addresses:

3301 -- 3359 West Franklin Boulevard;

400 -- 446 North Spaulding Avenue; and

401 -- 447 North Homan Avenue.

Permanent Index Numbers:

16-11-228-001;

16-11-228-002; and

16-11-229-022 (vacated Spaulding Avenue).

Parcel 2.

New High School Building Site.
(Bounded By Franklin Boulevard, Kedzie Avenue, Spaulding Avenue And C.N.W. Right-Of-Way Except Fire Department Property)

Legal Description:

Lots 1 through 23, inclusive, and Lots 34 and 35 in Block One of Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian and the west half of the north/south alley lying adjacent to and east of Lots 17 through 23 and the east half of vacated North Sawyer Avenue lying west of and adjacent to Lots 17 through 23 vacated by ordinances passed January 14, 1918, recorded January 23, 1918, as Document Number 6264246 and March 2, 1951 recorded May 3, 1951 as Document Number 15067936 and including the north 16 feet of Lot 16 dedicated as an east/west alley by plat of dedication recorded May 3, 1951 as Document Number 15067935.

Also,

Lots 1 through 35, inclusive, in Block 2 in Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian together with vacated North Sawyer Avenue lying east of and adjacent to Lots 24 through 30, inclusive, vacated by City Council ordinances passed January 14, 1918, recorded January 23, 1918 as Document Number 6264246 and passed March 2, 1951 recorded May 3, 1951 as Document Number 15067936 and the north/south alley lying between Lots 17 through 23, inclusive, and Lots 24 through 30, inclusive, in Block 2 vacated by City Council ordinance passed January 14, 1918, recorded January 23, 1918 as Document Number 6264246.

Common Addresses:

426 -- 446 North Kedzie Avenue;

3201 -- 3225 West Franklin Boulevard;

401 -- 447 North Sawyer Avenue;

400 -- 446 North Sawyer Avenue;

3235 -- 3259 West Franklin Boulevard; and

401 -- 447 North Spaulding Avenue.

Permanent Index Numbers:

16-11-230-001-0000 to and including
16-11-230-023-0000; and

16-11-229-005, 006, 007, 008, 009,
010, 011, 013, 014, 015, 016, 017,
022, 023 and 024.

(Sub)Exhibit "A-7".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Skinner Project [Preliminary].

Bond Issuance Date: _____

Bonds: _____

Depository: Cole Taylor Bank

Depository Agreement Date: _____

Insurer: _____

Type of School:	Elementary School
Property Location (attach legal description):	1219 to 1235 West Monroe Street and 1226 to 1240 West Adams Street
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission)	Construction (Commission)
Prior Note:	N.A.
Facility Description:	Elementary school facility to accommodate 742 students with 4 pre-kindergarten/kindergarten classrooms, 19 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, Chicago Park District partnership gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces and parking.
T.I.F. Ordinance Date:	February 16, 2000
Redevelopment Area:	Central West Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	February 16, 2000 (pages 25277 -- 25409)
Redevelopment Area Termination Date:	December 31, 2024
City Funds:	$34,000,000
Project Budget:	$34,855,393

New Skinner School Project.

Property Description.

Parcel 1.

Existing Skinner School Property.

Legal Description:

Lots 5, 6, 7, 8 and 9 in G.B. Chandler's Subdivision of Block 11 of Canal Trustees Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian together with the east half of Throop Street vacated by City Council ordinance passed February 23, 1955 and recorded on March 25, 1955 as Document Number 16185262.

Common Addresses:

111 South Throop Street
Chicago, Illinois 60607;

1245 -- 1259 West Monroe Street
Chicago, Illinois 60607; and

1244 -- 1258 West Adams Street
Chicago, Illinois 60607.

Permanent Index Number:

17-17-109-029-0000.

Parcel 2.

Additional Properties To Be Acquired
For The Construction Of A New Skinner School.

Legal Description:

Lot 10 in G.B. Chandler's Subdivision of Block 11 of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14

East of the Third Principal Meridian and Lot 23 in Parson's Subdivision of the interior portion of G.B. Chandler's Subdivision of Block 11 of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

1236 -- 1240 West Adams Street
Chicago, Illinois 60607.

Permanent Index Number:

17-17-109-030-0000.

Legal Description:

The west half of Lot 12 and all of Lot 11 in G.B. Chandler's Subdivision of Block 11 in Canal Trustees Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and the west half of Lot 25 and all of Lot 24 in Parson's Subdivision of the interior portion of Chandler's Subdivision of Block 11 in Canal Trustees Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

1228 -- 1234 West Adams Street
Chicago, Illinois 60607.

Permanent Index Numbers:

17-17-109-019-0000;

17-17-109-020-0000; and

17-17-109-021-0000.

(Sub)Exhibit "A-8".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The DePriest Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School
Property Location (attach legal description):	123 -- 125, 138 and 139 South Parkside Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Refunding
Prior Note:	$18,500,000 Tax Increment Allocation Revenue Note (Madison/Austin Corridor Redevelopment Project), Series 2004H
Facility Description:	Elementary school facility to accommodate 960 students with 6 pre-kindergarten/kindergarten classrooms, 23 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, nurse and student services, kitchen, dining/ multipurpose room, building support spaces and parking.
T.I.F. Ordinance Date:	September 29, 1999, amended November 3, 2004

Redevelopment Area:	Madison/Austin Corridor Redevelopment Project
Redevelopment Plan *Journal* Citation:	September 29, 1999 (pages 11507 -- 11622), November 3, 2004 (pages 34555 -- 34570)
Redevelopment Area Termination Date:	December 31, 2023
City Funds:	$18,500,000
Project Budget:	$19,433,720

DePriest School.

The Property.

Legal Description:

Lots 32 and 33 in Block 1 of Austin Heights, a subdivision of Blocks 1, 2, 3 and 4 of Knisely's Addition to Chicago, a subdivision of all that part of the northeast quarter of Section 17, Township 39 North, Range 13 lying north of the south 108 acres thereof, east of the Third Principal Meridian in Cook County, Illinois.

Also,

Lots 44 and 45 in Block 2 of Austin Heights, a subdivision of Blocks 1, 2, 3 and 4 of Knisely's Addition to Chicago, a subdivision of all that part of the northeast quarter of Section 17, Township 39 North, Range 13 lying north of the south 108 acres thereof, east of the Third Principal Meridian in Cook County, Illinois.

Addresses:

123 -- 125 South Parkside Avenue;

138 South Parkside Avenue; and

139 South Parkside Avenue
Chicago, Illinois 60644.

Permanent Index Numbers:

16-17-205-021;

16-17-205-022; and

16-17-204-038.

(Sub)Exhibit "A-9".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Albany Park Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Middle School
Property Location (attach legal description):	4901 -- 4957 North Sawyer Avenue and 4900 North Kedzie Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Refunding
Prior Note:	$25,000,000 Tax Increment Allocation Revenue Note (Lawrence/Kedzie Redevelopment Project), Series 2004F

Facility Description:	Middle school facility to accommodate 700 students with 24 standard classrooms, 8 academic classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces and parking.
T.I.F. Ordinance Date:	February 16, 2000
Redevelopment Area:	Lawrence/Kedzie Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	February 16, 2000 (pages 24803 -- 24898)
Redevelopment Area Termination Date:	December 31, 2024
City Funds:	$25,000,000
Project Budget:	$31,355,774

Albany Park School.

The Property.

Legal Description:

Lots 61 through 80 in Thomasson's Fifth Ravenswood Addition in Blocks 21 and 28 of Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 and the southwest quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

And,

Lots 21 through 24 in Thomasson's Fourth Ravenswood Addition in Blocks 21 and 28 of Jackson's Subdivision of the southeast quarter of Section 11, Township 40

North, Range 13 and the southwest quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Addresses:

4901 -- 4957 North Sawyer Avenue; and

4900 North Kedzie Avenue
Chicago, Illinois 60632.

Permanent Index Numbers:

13-11-423-001 through 13-11-423-017; and

13-11-423-025.

(Sub)Exhibit "A-10".
(To Intergovernmental Agreement With
The Chicago Board Of Education)

The Avondale/Irving Park Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School
Property Location (attach legal description):	Milwaukee Avenue and Avers Avenue

Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Acquisition (Commission), Design (Commission)
Prior Note:	N.A.
Facility Description:	Elementary school facility to accommodate 800 -- 1,000 students with 6 pre-kindergarten/kindergarten classrooms, 24 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces, and parking. Final design will be based on educational and community input.
T.I.F. Ordinance Date:	February 16, 2000, amended May 11, 2005
Redevelopment Area:	Fullerton/Milwaukee Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	February 16, 2000 (pages 25064 -- 25205), May 11, 2005 (pages 47331 -- 47471)
Redevelopment Area Termination Date:	December 31, 2023
City Funds:	$10,000,000
Project Budget:	$10,000,000 (Acquisition and Design) ($31,300,553 total including future construction)

Avondale/Irving Park Area School.

Chicago Title Insurance Company

Commitment For Title Insurance

Schedule A

Order Number: 1401 008322554 DG.

Legal Description:

5. The land referred to in this commitment is described as follows:

Parcel 1:

Lots 20, 21 and 26 in William J. Sweeney's Milwaukee Avenue Addition, a subdivision of Lots 1 to 4 in Circuit Court Commissioners' Division, being that part east of North Milwaukee Avenue of the west half of the south half of the south half of the southwest quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 16 and 17 in William J. Sweeney's Third Addition to Chicago, a subdivision of Lot 12 in Circuit Court Commissioners' Division of the estate of John Sweeney, being that part east of North Milwaukee Avenue or the west half of the south half of the south half of the southwest quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of Lots 7 and 8, lying west of the west line of North Avers Avenue in Circuit Court Commissioners' Division of the estate of John Sweeney, being that part east of North Milwaukee Avenue of the west half of the south half of the south half of the southwest quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lots 17, 18, 19, 22, 23, 24 and 25 in William J. Sweeney's Milwaukee Avenue Addition to Chicago, a subdivision of Lots 1 to 4 in Circuit Court Commissioners' Division of the estate of John Sweeney in the southwest quarter of Section 23 Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County' Illinois.

Parcels 2 and 3 are also described as follows:

That part of Section 23, Township 40 North , Range 13 East of the Third Principal Meridian, described by commencing at the intersection of the west line of North Avers Avenue with the north line of West Belmont Avenue; thence north 00 degrees, 52 minutes, 09 seconds east on said west line, a distance of 234.35 feet to a point on the northeasterly line of Lot 5 in the Circuit Court Commissioners's Division and the point of beginning; thence north 48 degrees, 27 minutes, 56 seconds west, on said point of beginning; thence north 48 degrees, 27 minutes, 56 seconds west on said northeasterly line of Lot 5, 18.48 feet to the easternmost corner of Lot 17 in William J. Sweeney's Third Addition to Chicago; thence south 41 degrees, 25 minutes, 10 seconds west on the southeast line of said Lot 17, 64.43 feet (65.00 feet, record) to southerly corner thereof; thence north 48 degrees, 35 minutes, 16 seconds west on a southwesterly line of said Lot 17, 29.98 feet (30.00 feet, record) to an angle point in said lot; thence south 41 degrees, 24 minutes, 43 seconds west, along a southerly line of said 14.00 feet to the northeasterly line of a 16 foot public alley; thence north 48 degrees, 35 minutes, 16 seconds east on the northeast line of said alley and the southwest line of said Lot 17, 235.60 feet to the east line of North Springfield Avenue; thence north 00 degrees, 52 minutes, 09 seconds east, on said east line, 98.46 feet (98.37 feet, record) to the northwest corner of Lot 16 in said William J. Sweeney's Third Addition to Chicago and the south line of a 16foot public alley; thence south 88 degrees, 53 minutes, 28 seconds east on said south line 266.83 feet (266.80 feet, record) to the west line of North Avers Avenue; thence south 00 degrees, 52 minutes, 09 seconds west on said west line 222.42 feet to the point of beginning, in Cook County, Illinois.

Parcels 1 and 4 are also described as follows:

That part of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, described by beginning at the intersection of the southeast line of North Springfield Avenue with the northeast line of North Milwaukee Avenue; said point also being the westernmost corner of Lot 17 in William J. Sweeney's Milwaukee Avenue Addition to Chicago; thence north 41 degrees, 25 minutes, 10 seconds east on the northwest line of said Lot 17, 124.96 feet (125.00, record) to the northernmost corner of said Lot 17 and the southwesterly line of a public alley; thence south 48 degrees, 35 minutes, 16 seconds east on said southwesterly line, 250.00 feet to the northeast corner of Lot 25 in William J. Sweeney's Milwaukee Avenue Addition to Chicago; thence south 41 degrees, 25 minutes, 10 seconds west on the southeast line of said Lot 26, 125.00 feet to the northeasterly line of North Milwaukee Avenue; thence north 49 degrees, 34 minutes, 55 seconds west on said northeasterly line, 250.00 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Numbers:

13-23-327-012 through and
including 327 - 022 and, 327- 026; and

13-23-328-032.

Avondale/Irving Park.

Commitment For Title Insurance

Schedule A (Continued)

Order Number: 1401 008322555 DG.

Legal Description:

5. The land referred to in this commitment is described as follows:

Lots 13, 14, 15 and 16 in William J. Sweeney's Milwaukee Avenue Addition to Chicago, a subdivision of Lots 1 to 4 in Circuit Court Commissioners' Division of the estate of John Sweeney in the southwest quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

13-23-326-015;

13-23-326-016;

13-23-326-017; and

13-23-326-018.

(Sub)Exhibit "A-11".
(To Intergovernmental Agreement With
Chicago Board Of Education)

The Boone Clinton Project [Preliminary].

Bond Issuance Date: _____

Bonds: _____

Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School
Property Location (attach legal description):	North Whipple Street and West North Shore Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Acquisition (Board), Design (Commission)
Prior Note:	N.A.
Facility Description:	Elementary school facility to accommodate 800 -- 1,000 students with 6 pre-kindergarten/kindergarten classrooms, 24 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces, and parking. Final design will be based on educational and community input.
T.I.F. Ordinance Date:	September 13, 2006
Redevelopment Area:	Touhy/Western Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	September 13, 2006 (pages 83668 -- 83673)
Redevelopment Area Termination Date:	December 31, 2030
City Funds:	$7,500,000

Project Budget: $7,500,000 (Acquisition and Design) ($30,745,622 total including future construction)

Boone/Clinton Area School.

Chicago Title Insurance Company
Owner's Policy (1992)

Schedule A

Policy Number: 1401 008177338 DG.

Legal Description:

5. The land referred to in this policy is described as follows:

That part of the following described tract of land:

Lot 15 (except the north 16 feet thereof); all of Lots 16 to 27 and Lot 28 (except the south 16 feet thereof); all that part of the north and south alley vacated by Document Number 10549013, lying west of and adjoining Lots 15 to 26 (except the north 16 feet of Lot 15 and except the south 16 feet of Lot 28); all that part of West North Shore Avenue vacated by Document Number 10549013, lying south of and adjoining Lot 19 and the south line of Lot 19 produced west to the west line of the north and south alley lying west and adjoining the west line of said Lot 19 and lying north and adjoining the north line of Lot 20 and the north line of said Lot 20 produced west to the west line of the north and south alley lying west and adjoining the west line of said Lot 20 in Salinger and Hubbard's Second Addition to Rogers Park; and that part of Lot 2 in the subdivision of the west half (in area) of the southwest fractional quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, lying north of the Indian Boundary Line, and part of Lot 1 in Assessor's Division in the southwest quarter, Section 36, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, described as follows:

beginning at the southeast corner of said Lot 2; thence south 89 degrees 51 minutes, 56 seconds west, 103.03 feet; thence north 02 degrees 40 minutes, 47 seconds east, 489.77 feet; thence north 89 degrees, 51 minutes, 56 seconds east, 134.84 feet; thence south 02 degrees, 34 minutes, 16 seconds west, 7.60 feet; thence north 89 degrees, 51 minutes, 56 seconds east,118.16 feet to the west right-of-way line of North Whipple Street; thence south 01 degree, 40 minutes, 44 seconds west along said right-of-way of North Whipple Street, 453.30 feet; thence south

89 degrees, 51 minutes, 56 seconds west, 125.23 feet; thence south 02 degrees, 34 minutes, 10 seconds west, 28.64 feet; thence south 89 degrees, 51 minutes, 56 seconds west, 32.74 feet to the point of beginning.

Permanent Index Numbers:

10-36-300-054-0000;

10-36-301-005-0000; and

10-36-301-015-0000.

(Sub)Exhibit "A-12".
(To Intergovernmental Agreement With Chicago Board Of Education)

The Belmont/Cragin Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	Cole Taylor Bank
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School
Property Location (attach legal description):	West Grand Avenue and North Central Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):	Acquisition (Board), Design (Commission)
Prior Note:	N.A.

Facility Description:	Elementary school facility to accommodate 800 -- 1,000 students with 6 pre-kindergarten/kindergarten classrooms, 24 standard classrooms, computer, science, music and art rooms, administrative/student support center, learning resource center, gymnasium, nurse and student services, kitchen, dining/multi-purpose room, building support spaces, and parking. Final design will be based on educational and community input
T.I.F. Ordinance Date:	July 7, 1999
Redevelopment Area:	Galewood/Armitage Industrial Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	July 7, 1999 (pages 6235 -- 6323)
Redevelopment Area Termination Date:	July 7, 2022
City Funds:	$7,500,000
Project Budget:	$7,500,000 (Acquisition and Design) ($30,780,185 total, including future construction)

Belmont/Cragin Area School.

Legal Description:

The west half of the northwest quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except railroad and except parts taken for streets).

(Does not include those parcels underlying Hanson Park Elementary School, Prosser High School or Hanson Park Stadium)

Permanent Index Number:

13-33-100-002-0000.

Boundary:

West Grand Avenue on the south, West Palmer Street on the north, North Central Avenue on the west and North Luna Avenue on the east.

(Sub)Exhibit "A-13".
(To Intergovernmental Agreement With Chicago Board Of Education)

The Peterson Project [Preliminary].

Bond Issuance Date:	_____
Bonds:	_____
Depository:	_____
Depository Agreement Date:	_____
Insurer:	_____
Type of School:	Elementary School
Property Location (attach legal description):	5510 North Christiana Avenue
Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission):*	Construction (Board), (new addition to existing facility, which may require rehabilitation to accommodate the new addition)
Prior Note:	N.A.
Facility Description:	Building addition to include 3 pre-kindergarten/kindergarten classrooms, 6 standard classrooms, dining room and kitchen facility. Renovations shall include mechanical, electrical and plumbing upgrades, structural improvements, new roof and elevator for building accessibility.

T.I.F. Ordinance Date:	February 16, 2000
Redevelopment Area:	Lawrence/Kedzie Redevelopment Project Area
Redevelopment Plan *Journal* Citation:	February 16, 2000 (pages 24803 -- 24898)
Redevelopment Area Termination Date:	December 31, 2024
City Funds:	$15,000,000
Project Budget:	$15,560,000

Legal Description.

School:	Peterson
Section:	11
Township:	40
Range:	13
Folio:	_____
Source date:	October 13, 1965

Lots 1 to 40, in Block 2 of South Milton Eichberg's Subdivision of Lot 2 (except the west 33 feet thereof) and Lot 3 (except the east 33 feet thereof) in the subdivision by the City of Chicago of the north half of Section 11-40-13 and vacated alleys.

157,556 square feet, 3.61 acres.

(Sub)Exhibit "B-__".
(To Intergovernmental Agreement With
Chicago Board Of Education)

[Preliminary] [Amended] [Final]
_____ Project Budget.

Use Of Funds	Source (City Or Board)	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:		$_____

(Sub)Exhibit "B-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Collins Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Design and Management	City	$ 2,289,750
Pre-Purchase Materials	City	487,562
F.F. and E.	Board	1,414,461
Miscellaneous	City	0
Subtotal:		$ 4,191,773

Use Of Funds	Source (City Or Board)	Cost
General Construction		
Construction	City	$25,450,000
Contingency	City	1,757,000
Administration Fees	City	50,000
Subtotal:		$27,257,000
TOTAL:		$31,448,773

(Sub)Exhibit "B-2".
(To Intergovernmental Agreement With Chicago Board Of Education)

Preliminary Mather Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Design and Management	City	$ 2,184,000
Pre-Purchase Materials	City	443,525
F.F. and E.	Board	1,176,392
Miscellaneous	City	0
Subtotal:		$ 3,803,917
General Construction		
Construction	City	$25,950,000
Contingency	City	1,333,500

Use Of Funds	Source (City Or Board)	Cost
Administration Fees	City	$ 100,000
Subtotal:		$27,383,500
TOTAL:		$31,187,417

(Sub)Exhibit "B-3".
(To Intergovernmental Agreement With Chicago Board Of Education)

Preliminary Austin Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Design and Management	City	$ 2,242,604
Pre-Purchase Materials	City	760,000
F.F. and E.	Board	2,880,083
Miscellaneous	City	0
Subtotal:		$ 5,882,687
General Construction		
Construction	City	$25,150,000
Contingency	City	1,757,000
Administration Fees	City	100,000
Subtotal:		$27,007,000
TOTAL:		$32,889,687

(Sub)Exhibit "B-4".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Southwest Elementary Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 1,750,000
Professional Fees	City	250,000
Site Preparation/ Remediation	City	1,718,857
Design and Management	City	872,126
Pre-Purchased Materials	City	312,500
F.F. and E.	Board	790,000
Miscellaneous	City	200,000
Subtotal:		$ 5,893,483
General Construction		
Construction	City	$21,310,803
Contingency	City	1,200,540
Administration Fees	City	660,324
Professional Services	City	1,726,028
Subtotal:		$24,897,695
TOTAL:		$30,791,178

(Sub)Exhibit "B-5".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary South Shore High Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 0
Professional Fees	City	0
Site Preparation/ Remediation	City	5,071,970
Design and Management	City	2,100,000
Pre-Purchased Materials	City	525,000
F.F. and E.	Board	1,615,000
Miscellaneous	City	400,000
Subtotal:		$ 9,711,970
General Construction		
Construction	City	$44,800,000
Contingency	City	7,000,000
Professional Fees		3,500,000
PBC Administration Fees	City	1,635,000
Subtotal:		$56,935,000
TOTAL:		$66,646,970

(Sub)Exhibit "B-6".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Westinghouse Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 2,420,002
Professional Fees	City	250,000
Site Preparation/ Remediation	City	3,611,704
Design and Management	City	1,850,000
Pre-Purchased Materials	City	525,000
F.F. and E.	Board	1,600,000
Miscellaneous	City	3,550,000
Subtotal:		$13,806,706
General Construction		
Construction	City	$52,000,000
Contingency	City	1,957,000
PBC Administration Fees	City	1,590,000
Professional Fees	City	2,295,000
Subtotal:		$57,842,000
TOTAL:		$71,648,706

(Sub)Exhibit "B-7".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Skinner Elementary Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 4,100,000
Professional Fees	City	250,000
Site Preparation/ Remediation	City	2,420,734
Design and Management	City	918,582
Pre-Purchased Materials	City	325,407
F.F. and E.	Board	790,000
Miscellaneous	City	200,000
Subtotal:		$ 9,004,723
General Construction		
Construction	City	$21,835,196
Contingency	City	1,542,759
Administration Fees	City	685,665
Professional Services	City	1,787,050
Subtotal:		$25,850,670
TOTAL:		$34,855,393

(Sub)Exhibit "B-8".
(To Intergovernmental Agreement With
Chicago Board Of Education)

DePriest Elementary Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 477,401
Professional Fees	City	40,698
Site Preparation/ Remediation	City	1,068,465
Design and Management	City	1,745,851
Pre-Purchased Materials	City	592,152
F.F. and E.	Board	681,280
Miscellaneous	City	393,110
Subtotal:		$ 4,998,957
General Construction		
Construction	City	$13,321,818
Contingency	City	0
Administration Fees	City	476,000
Professional Services	City	636,945
Subtotal:		$14,434,763
TOTAL:		$19,433,720

(Sub)Exhibit "B-9".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Albany Park School Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 6,376,288
Professional Fees	City	134,889
Site Preparation/ Remediation	City	871,832
Design and Management	City	1,007,765
Pre-Purchased Materials	City	175,000
F.F. and E.	Board	790,000
Miscellaneous	City	0
Subtotal:		$ 9,355,774
General Construction		
Construction	City	$19,380,100
Contingency	City	401,053
Administration Fees	City	581,000
Professional Fees	City	1,637,847
Subtotal:		$22,000,000
TOTAL:		$31,355,774

(Sub)Exhibit "B-10".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Avondale Irving Park School Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$5,000,000
Professional Fees	City	250,000
Site Preparation/ Remediation	City	1,849,146
Design and Management	City	831,600
Pre-Purchase Materials	City	312,500
F.F. and E.	Board	790,000
Miscellaneous	City	200,000
Subtotal:		$9,233,246
General Construction		
Construction	City	$18,000,000
Contingency	City	1,782,000
Administration Fees	City	647,460
Professional Services	City	1,637,847
Subtotal:		$22,067,307
TOTAL:		$31,300,553

(Sub)Exhibit "B-11".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Boone Clinton School Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$3,250,000
Professional Fees	City	0
Site Preparation/ Remediation	City	527,732
Design and Management	City	831,000
Pre-Purchase Materials	City	312,500
F.F. and E.	Board	790,000
Miscellaneous	City	200,000
Subtotal:		$5,911,232
General Construction		
Construction	City	$20,800,000
Contingency	City	1,749,400
Administration Fees	City	629,640
Professional Services	City	1,655,350
Subtotal:		$24,834,390
TOTAL:		$30,745,622

(Sub)Exhibit "B-12".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Belmont Cragin School Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 0
Professional Fees	City	0
Site Preparation/ Remediation	City	411,695
Design and Management	City	831,600
Pre-Purchase Materials	City	312,500
F.F. and E.	Board	790,000
Miscellaneous	City	200,000
Subtotal:		$2,545,795
General Construction		
Construction	City	$22,950,000
Contingency	City	2,049,400
Administration Fees	City	629,640
Professional Services	City	2,605,350
Subtotal:		$28,234,390
TOTAL:		$30,780,185

(Sub)Exhibit "B-13".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Peterson School Addition Project Budget.

Use Of Funds	Source (City Or Board)	Cost
Project Initiation		
Land Acquisition	City	$ 0
Professional Fees	City	0
Site Preparation/ Remediation	City	135,000
Design and Management	City	1,560,000
Pre-Purchase Materials	City	50,000
F.F. and E.	Board	305,000
Miscellaneous	City	260,000
Subtotal:		$ 2,310,000
General Construction		
Construction	City	$12,600,000
Contingency	City	600,000
Administration Fees	City	50,000
Professional Services	City	0
Subtotal:		$13,250,000
TOTAL:		$15,560,000

(Sub)Exhibit "C-___".
(To Intergovernmental Agreement With
Chicago Board Of Education)

[Preliminary] [Amended] [Final]
_____ Project T.I.F.-Fund
Improvements.

Use Of Funds	Cost
_____	$_____
_____	_____
_____	_____
_____	_____
TOTAL:	$_____

(Sub)Exhibit "C-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Collins Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Design and Management	$2,289,750
Pre-Purchase Materials	487,562
F.F. and E.	0

Use Of Funds	Cost
Miscellaneous	$ 0
Subtotal:	$2,777,312
General Construction	
Construction	$25,450,000
Contingency	1,757,000
P.B.C. Administration Fees	50,000
Subtotal:	$27,257,000
TOTAL:	$30,034,312

(Sub)Exhibit "C-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Mather Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Design and Management	$ 2,184,000
Pre-Purchase Materials	443,525
F.F. and E.	0
Miscellaneous	0
Subtotal:	$ 2,627,525

Use Of Funds	Cost
General Construction	
Construction	$25,950,000
Contingency	1,333,500
Administration Fees	100,000
Subtotal:	$27,383,500
TOTAL:	$30,011,025

(Sub)Exhibit "C-3".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Austin Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Design and Management	$ 2,242,604
Pre-Purchase Materials	760,000
F.F. and E.	0
Miscellaneous	0
Subtotal:	$ 3,002,604
General Construction	
Construction	$25,150,000
Contingency	1,757,000

Use Of Funds	Cost
P.B.C. Administration Fees	$ 100,000
Subtotal:	$27,007,000
TOTAL:	$30,009,604

(Sub)Exhibit "C-4".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Southwest Elementary Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$1,750,000
Professional Fees	250,000
Site Preparation/Remediation	1,718,857
Design and Management	872,126
Pre-Purchase Materials	312,500
F.F. and E.	0
Miscellaneous	200,000
Subtotal:	$ 5,103,483
General Construction	
Construction	$21,310,803
Contingency	1,200,540

Use Of Funds	Cost
Administration Fees	$ 660,324
Professional Services	1,726,028
Subtotal:	$24,897,695
TOTAL:	$30,001,178

(Sub)Exhibit "C-5".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary South Shore Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 0
Professional Fees	0
Site Preparation/ Remediation	5,071,970
Design and Management	2,100,000
Pre-Purchased Materials	525,000
F.F. and E.	0
Miscellaneous	400,000
Subtotal:	$ 8,096,970
General Construction	
Construction	$44,800,000

Use Of Funds	Cost
Contingency	$ 7,000,000
P.B.C. Administration Fees	3,500,000
Professional Fees	1,635,000
Subtotal:	$56,935,000
TOTAL:	$65,031,970

(Sub)Exhibit "C-6".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Westinghouse Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 2,420,002
Professional Fees	250,000
Site Preparation/Remediation	3,611,704
Design and Management	1,850,000
Pre-Purchased Materials	525,000
F.F. and E.	0
Miscellaneous	3,550,000
Subtotal:	$12,206,706
General Construction	
Construction	$52,000,000

Use Of Funds	Cost
Contingency	$ 1,957,000
P.B.C. Administration Fees	1,590,000
Professional Fees	2,295,000
Subtotal:	$57,842,000
TOTAL:	$70,048,706

(Sub)Exhibit "C-7".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Skinner Elementary Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 4,100,000
Professional Fees	250,000
Site Preparation/Remediation	2,420,734
Design and Management	918,582
Pre-Purchased Materials	325,407
F.F. and E.	0
Miscellaneous	200,000
Subtotal:	$ 8,214,723
General Construction	
Construction	$21,835,196

Use Of Funds	Cost
Contingency	$ 1,542,759
Administration Fees	685,665
Professional Services	1,787,050
Subtotal:	$25,850,670
TOTAL:	$34,065,393

(Sub)Exhibit "C-8".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary DePriest Elementary Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 477,401
Professional Fees	40,698
Site Preparation/Remediation	1,068,465
Design and Management	1,745,851
Pre-Purchased Materials	592,152
F.F. and E.	0
Miscellaneous	393,110
Subtotal:	$ 4,317,677
General Construction	
Construction	$13,321,818

Use Of Funds	Cost
Contingency	$ 0
Administration Fees	476,000
Professional Services	636,945
Subtotal:	$14,434,763
TOTAL:	$18,752,440

(Sub)Exhibit "C-9".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Preliminary Albany Park School Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 6,376,288
Professional Fees	134,889
Site Preparation/Remediation	871,832
Design and Management	1,007,765
Pre-Purchased Materials	175,000
F.F. and E.	0
Miscellaneous	0
Subtotal:	$ 8,565,774
General Construction	
Construction	$19,380,100

Use Of Funds	Cost
Contingency	$ 401,053
Administration Fees	581,000
Professional Services	1,637,847
Subtotal:	$22,000,000
TOTAL:	$30,565,774

(Sub)Exhibit "C-10".
(To Intergovernmental Agreement With Chicago Board Of Education)

Avondale Irving Park School Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 5,000,000
Professional Fees	250,000
Site Preparation/Remediation	1,849,146
Design and Management	831,600
Pre-Purchased Materials	312,500
F.F. and E.	0
Miscellaneous	200,000
Subtotal:	$ 8,443,246
General Construction	
Construction	$18,000,000

Use Of Funds	Cost
Contingency	$ 1,782,000
Administration Fees	647,460
Professional Services	1,637,847
Subtotal:	$22,067,307
TOTAL:	$30,510,553

(Sub)Exhibit "C-11".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Boone Clinton School Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 3,250,000
Professional Fees	0
Site Preparation/Remediation	527,732
Design and Management	831,000
Pre-Purchase Materials	312,500
F.F. and E.	0
Miscellaneous	200,000
Subtotal:	$ 5,121,232

Use Of Funds	Cost
General Construction	
Construction	$20,800,000
Contingency	1,749,400
Administration Fees	629,647
Professional Services	1,655,350
Subtotal:	$24,834,397
TOTAL:	$29,955,629

(Sub)Exhibit "C-12".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Belmont Cragin School Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 0
Professional Fees	0
Site Preparation/Remediation	411,695
Design and Management	831,600
Pre-Purchase Materials	312,500
F.F. and E.	0
Miscellaneous	200,000
Subtotal:	$ 1,755,795

Use Of Funds	Cost
General Construction	
Construction	$22,950,000
Contingency	2,049,400
Administration Fees	629,640
Professional Services	2,605,350
Subtotal:	$28,234,390
TOTAL:	$29,990,185

(Sub)Exhibit "C-13".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Peterson School Addition Project
T.I.F.-Eligible Improvements.

Use Of Funds	Cost
Project Initiation	
Land Acquisition	$ 0
Professional Fees	0
Site Preparation/Remediation	135,000
Design and Management	1,560,000
Pre-Purchase Materials	50,000
F.F. and E.	0
Miscellaneous	260,000
Subtotal:	$ 2,005,000

Use Of Funds	Cost
General Construction	
Construction	$12,600,000
Contingency	600,000
Administration Fees	50,000
Professional Services	0
Subtotal:	$13,250,000
TOTAL:	$15,255,000

(Sub)Exhibit "D".
(To Intergovernment Agreement With
Chicago Board Of Education)

General Obligation Bonds, Series _____
(Modern Schools Across Chicago Program)

_____ *Project*
Requisition Form Number _____.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to Cole Taylor Bank (the "Depository") and the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City dated _____, _____ 2006 (the "Agreement"):

A. The following is a true and complete statement of all costs incurred for the Project by the Board:

Total: $_____

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project paid for by the City to date (if any):

$_____

C. The Board requests disbursement for the following cost of T.I.F.-Funded Improvements:

$_____

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

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

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

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit E of the Agreement.

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

H. The Board hereby requests that the Depository direct disbursement to:

_____

_____

_____

_____

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

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

By: _____

Name: _____

Title: _____

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

_____

My commission expires: _____.

(Sub)Exhibit "E".
(To Intergovernmental Agreement With Chicago Board Of Education)

Law, Rules And Regulations Applicable To The Board/Board Policies, Program And Procedures.

Chicago Public Schools Policy Manual.

Title: New Remedial Program for Minority and Women-owned Business Enterprise Participation in Construction Projects

Section: 401.17

Board Report: 06-0726-PO9

Date Adopted: July 26, 2006

Policy: _____

The Chief Executive Officer Recommends:

That the Board adopt a new Remedial Program for Minority and Women-Owned

Business Enterprises Participation in Construction Projects (the "Program") which is attached hereto. The Program will become effective August 1, 2006.

History. The Board's current affirmative action program, the Minority and Women Business Enterprises ("M./W.B.E.") Plan for Goods and Services Contracts was adopted in 1991 ("1991 Plan"). At the same time, the Board adopted a resolution that set forth its rationale for developing the Plan. Specifically, after weighing the evidence related to discrimination against Black, Hispanic, Asian and Women-owned businesses in the construction, purchasing, and professional services industries, the Board determined that there was a sufficient basis for and a compelling interest in the adoption of a remedial plan encompassing each of those combinations of a race/gender group and an industry and that to remedy the discrimination and resulting competitive disadvantages suffered by those businesses, it was necessary to adopt the 1991 Plan. The 1991 Plan addressed the requirements and procedures for monitoring the compliance of M./W.B.E. goals for goods/services contracts and construction projects.

On May 26, 2004, the City of Chicago adopted, a revised affirmative action program for its construction contracting procedures to remedy ongoing discrimination and the effects of past discrimination. The Chicago City Council, after considering evidence presented to the Budget Committee found a strong basis in evidence to support a narrowly tailored, remedial affirmative action program in City construction contracting. Following this revision, the Board reviewed its own affirmative action remedial plan and determined that it was necessary to develop a new program that is similar to the City of Chicago's program and that focuses on affirmative action which will help extinguish discrimination towards M./W.B.E. in the construction industry.

Purpose. The Board has determined that it has a compelling interest in preventing its construction projects from returning to the near monopoly-domination by white male firms that existed before 1991. Additionally, the Board has concluded that although it has undertaken since 1991 a variety of race- and gender-neutral measures, such programs have not been sufficient to ameliorate the effects of racial and gender discrimination in the construction marketplace. Accordingly, the attached Program is adopted to serve the Board's compelling interest in not being a passive participant in the discriminatory Chicago construction market and to create measures that remain narrowly tailored to accomplish that interest.

Description. The new Program reflects the current organizational structure at the Board and administration of the Program; establishes a time frame for assessment and for reporting on the Program's objectives and progress and enhances the

Program to reflect current practice in affirmative action programs that help extinguish discrimination toward M./W.B.E.s when working on construction projects.

The attached Program will apply for all Board construction contracts valued over Ten Thousand Dollars ($10,000). The attached plan outlines:

1. the construction contracts that are subject to the plan;

2. how the goals for M./W.B.E. participation will be determined and measured;

3. the Office of Business Diversity's administrative responsibilities in monitoring activity under the new program;

4. the allocation of responsibilities for all aspects of the Program;

5. methods of fulfillment of contract specific goals for M./W.B.E. participation;

6. methods of demonstrating program compliance in bid documents; and

7. recommended sanctions for noncompliance.

The principal components of the Program include:

1. A sunset provision that requires the Program to be reviewed and provides that it will expire in 2011 unless there is a finding that the remedial purposes of the Program have not been fully achieved and that there continues to be a compelling interest in tailoring narrow remedies to redress discrimination against M./W.B.E.s.

2. The assignment of responsibility to the Chief Executive Officer for overall implementation of the Program.

3. The assignment of various responsibilities to the Office of Business Diversity related to the administration, enforcement and monitoring of the Program. The Office of Business Diversity will submit annual reports to

the Board on the progress being made towards elimination of discrimination in the procurement of goods and services through this Program and any possible modifications for improvement.

4. A requirement that the Office of Business Diversity submit quarterly and annual reports to the Board concerning M./W.B.E. participation and implementation of the Program.

5. A requirement that as a condition of payment from the Board, any Prime Contractor or Supplier must provide proof of payment to subcontractors for the prior payment request received. This requirement seeks to address slow payment to subcontractors which ultimately has an adverse effect on the sustainability of small M./W.B.E. firms that subcontract on Board construction projects.

6. A set of race and gender neutral measures designed to ensure that a non-biased relationship can be created with all firms.

7. A set of non-restrictive affirmative action measures which highlight the non-restrictive methods used to alleviate the effects of discrimination.

8. A process for the establishment of aspirational and flexible contract specific goals. The process begins with a Goal Committee that will compile and analyze available data to derive aspirational goals, review existing goals and create new contract specific goals based on the capacity of M./W.B.E.s in the marketplace and the Board's purchasing history and characteristics. Goals will be expressed as percentages by fraction of the total dollar amount of transactions.

9. A sheltered market program under which certain transactions will be reserved for competitive bidding amongst the M./W.B.E.s.

10. The addition of minority and women owned firms with Class II certification in an effort to increase the amount of M./W.B.E.s eligible to participate in the Program.

11. The expansion of methods firms can use to fulfill specific goals, including indirect participation, programs for public school students and joint ventures.

New Remedial Program for Minority and Women-owned Business Enterprise Participation in Construction Projects referred to in this Law, Rules and Regulations Applicable to the Chicago Board of Education/Board Policies, Program and Procedures reads as follows:

New Remedial Program For Minority-And Women-Owned Business Enterprise Participation In Construction Projects. (To Law, Rules And Regulations Applicable To Board/Board Policies, Program And Procedures)

Board Of Education Of The City Of Chicago

Remedial Program For
Minority-And Women-Owned Business
Enterprise Participation
In Construction Projects

July, 2006.

This Program is adopted by the Chicago Board of Education (the "Board"), upon recommendation of the Chief Executive Officer ("C.E.O."), based upon (1) the Board's findings that it has been a passive participant in discriminatory practices against racial and ethnic minorities and women in the construction industry in Chicago, and that it has a compelling interest in remedying that passive discrimination, and (2) its desire to adopt narrowly tailored remedies to address that compelling interest.

I. Findings.

1.1

The Board adopted a Remedial Plan for Minority and Women Business Enterprise Economic Participation in January; 1991. The Plan provided measures to assist Minority and Women Business Enterprises in the procurement of goods and services by the Board. The benefits of the Plan were provided to Black-, Hispanic-, Asian- and women-owned firms whose principal place of business was within the six (6) county Chicago metropolitan area. The Plan provided for race-neutral remedial measures and for non-restrictive affirmative action measures, to be used to the extent effective in alleviating the effects of discrimination. The Plan mandated the establishment of specific goals for M./W.B.E. participation on Board contracts, including construction, and waivers were available for prime contractors unable to meet the goals.

1.2

On May 26, 2004, the City of Chicago adopted a revised affirmative action program for its construction contracting procedures to remedy ongoing

discrimination and the effects of past discrimination. The Chicago City Council, after considering evidence presented to the Budget Committee, including evidence elicited at trial in *Builders Association of Greater Chicago (B.A.G.C.) v. City of Chicago,* Number 96 C 1122 (North District Illinois), during May and June 2003; statistical evidence of continuing discrimination against Blacks, Hispanics and women in the Chicago construction marketplace, which was not available during the B.A.G.C. trial; the report of the Mayoral Task Force on M.B.E./W.B.E.; anecdotal evidence of discrimination against minorities and women in the Chicago construction marketplace; the testimony of experts and anecdotal witnesses; as well as written reports and submissions, found a strong basis in evidence to support a narrowly tailored, remedial affirmative action program in City construction contracting.

1.3

While the City Council found that the City has made substantial progress in its efforts to ameliorate discrimination in its own construction contracting practices, private companies that contract on public projects continue to discriminate against minorities and women. As a result of this discrimination, the City has been a passive participant in a system of discrimination against minorities and women in the Chicago construction marketplace, and absent remedial programs, would continue to be a passive participant in such a system.

1.4

During the B.A.G.C. trial, the court heard strong evidence that: (a) past and current discriminatory practices continue to place racial and ethnic minorities and women in positions of social and economic disadvantage, limiting opportunities for them to form and control construction businesses, as well as reducing the level and availability of employment opportunities for minorities and women in trade unions which serve the Chicago construction marketplace; (b) such current and past discriminatory practices, and the continuing effects of such discrimination, have impeded the growth and success of the businesses which minorities and women do form, as well as the level and availability of employment opportunities in the construction trade unions; and (c) these discriminatory practices include direct and indirect racial, ethnic and gender slurs and harassment; discrimination by lending institutions and other sources of capital; reduced opportunities for minority and women subcontractors to bid or quote to majority prime contractors; exclusion from and discriminatory treatment by the construction trade unions; exclusion from business and professional networks critical to entrepreneurial success; and discrimination by surety bonding companies, insurance companies and other entities that are integral to the contracting marketplace.

1.5

In the B.A.G.C. case, Judge James B. Moran held that the City has a compelling interest in implementing a remedial race- and gender-conscious affirmative action program in the Chicago construction market, but that its 1990 ordinance was not sufficiently narrowly tailored as applied to construction in 2003.

1.6

There is ample availability of ready, willing and able minority- and women-owned firms to participate in Board and private-sector construction contracting and subcontracting opportunities.

1.7

Minority and women workers' participation in the Chicago construction marketplace declined from 1980 to 1990.

1.8

Other jurisdictions, including Cook County, Illinois, have experienced drastic reductions in minority and women business participation after terminating race and gender-conscious remedial measures.

1.9

Private companies that contract on public projects continue to discriminate against minorities and women and financial institutions that provide necessary funding to minority and women contractors continue to maintain lending practices that have a disparate discriminatory impact on minorities and women. As a result of this discrimination, the Board has been a passive participant in a system of discrimination against minorities and women in the Chicago construction marketplace, and in the absence of programs to eliminate such discrimination, would continue to be a passive participant in such a system.

1.10

The Board has a compelling interest in preventing its construction projects from returning to the near monopoly-domination by white male firms that existed before 1991.

1.11

Although the Board has undertaken since 1991 a variety of race- and gender-neutral measures, such as reducing bid deposit requirements and simplifying documentation required by procurement departments, such programs have not been sufficient to ameliorate the effects of racial and gender discrimination in the construction marketplace.

1.12

Evidence at the B.A.G.C. trial demonstrated that flexible race- and gender-conscious remedial measures do not overly burden construction firms owned by majority males.

1.13

In April 2006, C.P.S. convened a series of focus groups during which various representatives from business enterprises discussed their beliefs regarding the Chicago construction market. The findings from the C.P.S. focus groups indicate that barriers to participation in the Chicago construction market still exist for Minority and Women Business Enterprises entering into C.P.S. contracts. Those barriers, as reported by focus group participants, include:

-- Perceptions and stereotypes about the competence of M./W.B.E.s and higher performance standards set for M./W.B.E.s.

-- Race, ethnicity and gender make it difficult to obtain work as prime contractors on public sector projects.

-- Race, ethnicity and gender make it difficult to obtain work as prime contractors or subcontractors on private sector projects.

1.14

It has been determined that implementation of various race-neutral measures would help the procurement program to overcome those barriers and assist in the growth and development of financially stable M./W.B.E.s, including the following measures (see Section V for more detail):

-- Improving the timing of payments.

-- "Unbundling" or downsizing contracts to facilitate participation by smaller businesses.

-- Providing longer bid lead times.

1.15

Based upon a thorough review of the results of the Board's 1991 Remedial Plan; the evidence presented and findings made at the B.A.G.C. trial; the information presented to the City Council and its consequent decision to revise the City of Chicago's ordinance; other recent judicial decisions regarding the constitutional standards for affirmative action programs; information presented during the April, 2006 C.P.S. focus groups and compiled in a report by Collette Holt; and a report entitled, "Availability and Utilization of Minority- and Women-Owned Businesses in the Procurement Activities of the Chicago Public Schools", prepared by Dr. David G. Blanchflower, Professor of Economics, Dartmouth College, the Board hereby adopts the following Business Diversity Program for Construction Projects (the "Program").

II. Definitions.

2.1 Affiliate.

A person or entity that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with, the person or entity. In determining whether persons or entities are affiliates, the Board shall consider all appropriate factors, including common ownership, common management and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business Enterprise.

2.2 Appeals Process.

The C.E.O. shall designate one or more individuals to convene on an as needed basis to review Program compliance and waiver decisions made by the Office of Business Diversity in accordance with the Program. These individuals shall make recommendations to the C.E.O., who will render the final decisions.

2.3 Chicago Board Of Education Or The District.

The body politic and corporate, known as "the Board of Education of the City of Chicago" and also known as School District 299.

2.4 Commercially Useful Function.

Responsibility for the execution of a distinct element of the work of the contract which is carried out by actually performing, managing and supervising the work involved, or fulfilling responsibilities as a joint venturer.

2.5 Construction Contract Or Transaction.

Any contract, purchase order or agreement (other than a lease of real property) awarded by the Board for the construction, rehabilitation, repair or improvement of any building, sidewalk, alley, other structure or infrastructure and any other construction-related procurement over Ten Thousand and no/100 Dollars ($10,000.00).

2.6 Contractor.

Any person or business entity that seeks to enter into a construction contract with the Board, and includes all partners, affiliates and joint ventures of such person or entity.

2.7 Contract Specific Goals.

The subcontracting goals for Minority Business Enterprise ("M.B.E.") and Women Business Enterprise ("W.B.E.") participation established for a particular contract based upon the availability of M.B.E.s. and W.B.E.s to perform the anticipated scopes of work of the contract, and the Board's progress towards meeting its aspirational goals. Contract Specific Goals shall be established for all contracts over One Million Dollars ($1,000,000).

2.8 Disadvantaged Business Enterprise ("D.B.E.").

A socially and economically disadvantaged business that is certified as a Disadvantaged Business Enterprise by the City of Chicago (the "City") or any other Class II certification entity. Only a D.B.E.'s participation on federally funded contracts will count towards participation in this Program.

2.9 Good Faith Efforts.

Actions undertaken by a contractor to achieve a contract specific goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

2.10 Joint Venture.

An association of two (2) or more persons or entities, or any combination of types of business enterprises and persons numbering two (2) or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the M.B.E.

or W.B.E. is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Partners to a joint venture must have a written agreement specifying the terms and conditions of the relationships between them and their relationship and responsibilities to the contract.

2.11 Minority.

The Board adopts the definition of "minority" contained in the City of Chicago's M./W.B.E. ordinance:

(a) any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

(i) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(ii) Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean islands, regardless of race; and

(b) individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, who have submitted an affidavit to the City indicating that they are socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Board.

2.12 Minority-Owned Business Enterprise ("M.B.E.").

A business that is certified as a Minority-owned Business Enterprise. Such certification shall designate the race or ethnicity of the firm's ownership.

2.13 M./W.B.E.

A collective term used when the context includes both M.B.E.s and W.B.E.s.

2.14 Office Of Business Diversity ("O.B.D.").

The department with primary responsibility for administering and monitoring the Program at the Board.

2.15 Prime Construction Contractor Or Supplier.

A person or entity that enters into a construction-related contract, purchase order or agreement with the Board to perform services.

2.16 Subcontractor Or Supplier.

A person or entity that enters into a construction-related contract with a Prime Construction Contractor to provide goods or services pursuant to a contract between the Prime Construction Contractor and C.P.S.

2.17 Women-Owned Business Enterprise ("W.B.E.").

A business that is certified as a Women-Owned Business Enterprise.

2.18 Workforce Projections.

The projected number of individuals identified by race, gender and skill levels needed to complete the scope of work for the construction project.

III. Effective Dates.

3.1

The Program for Construction Projects is effective as of August 1, 2006, and on that date shall supersede entirely the program adopted on February 1, 1991 for all contracts, renewals and extensions entered into on or after the effective date. Existing contracts will adhere to the compliance standards outlined in contracts dated prior to August 1, 2006.

3.2

This revised Program shall be reviewed no later than five (5) years from August 1, 2006, and shall expire December 31, 2011, unless the Board finds that its remedial purposes have not been fully achieved and it continues to have a compelling interest in tailoring narrow remedies to redress discrimination against M./W.B.E.s, so that the Board will not function as a passive participant in the discriminatory construction marketplace in Chicago.

IV. Administration, Monitoring And Review Of The Program.

4.1 Aspirational Goals.

Upon the effective date of this article, the annual Aspirational Goals shall be to award thirty percent (30%) of the annual dollar value of all construction contracts to qualified M.B.E.s and seven percent (7%) of the annual dollar of all construction contracts to qualified W.B.E.s.

4.2 Contract Specific Goals.

The O.B.D., Department of Procurement and Contracts and School Support Services will establish Contract Specific Goals for M./W.B.E. participation for all contracts over One Million Dollars ($1,000,000).

4.3 Appeals Process.

The C.E.O. shall designate one or more individuals to convene on an as needed basis to review Program compliance and waiver decisions made by the O.B.D. in accordance with the Program. These individuals shall make recommendations to the C.E.O., who will render the final decisions.

4.4 School Support Services Responsibilities.

The O.B.D. is the principal implementation and management office for the Program. The Office of School Support Services duties with regard to this Program shall include:

a. Promulgating administrative rules to implement the provisions of the Program.

b. Forecasting procurement opportunities annually.

c. Supervising and evaluating staff in the School Support Services to ensure that they are implementing the Program.

d. Recommending methods to increase M./W.B.E. participation and diminish the burdens of achieving M./W.B.E. compliance, while still meeting Aspirational Goals.

e. Identifying and correcting any problems with O.B.D.'s implementation of the Program.

f. Including M./W.B.E.s on solicitation mailing lists.

4.5 O.B.D. Responsibilities.

The O.B.D. is the office responsible for administering and monitoring the Program. O.B.D.'s duties shall include:

a. Enforcing Program rules.

b. Submitting quarterly reports to the Board, C.E.O., Department of Procurement and Contracts and School Support Services, which include data on M./W.B.E. participation as it relates to commitments made in bid packages versus the actual utilization of M./W.B.E.s on contracts; a discussion of O.B.D. efforts to administer the Program, implement current initiatives and resolve problems with Program implementation; and recommendations for improvements in Program implementation.

c. Submitting an annual report to the Board, C.E.O., Department of Procurement and Contracts and School Support Services on its administration of the Program, its Progress in meeting the Aspirational Goals and any recommendations it may have for improving the Program.

d. Assuring that M./W.B.E.s are informed of C.P.S. contracting opportunities.

e. Providing M./W.B.E.s information and assistance related to C.P.S. procurement practices and procedures, and bid specifications, requirements and prerequisites.

f. Providing interested Prime Construction Contractors or Suppliers with information regarding M./W.B.E. directories.

g. Providing training and assistance to C.P.S. staff and other interested persons on Program objectives and requirements.

h. Establishing "Contract Specific Goals" for any contracts over One Million Dollars ($1,000,000).

i. Monitoring contracts to ensure compliance with Contract Specific Goals, contractual commitments and Program objectives.

j. Determining whether contractors have made Good Faith Efforts.

k. Reviewing and facilitating the resolution of issues concerning the Program.

l. Collecting data to evaluate the Program, including data on prime contractors, consultants, suppliers and subcontractor bids and awards of C.P.S. projects. Periodically reviewing this data to ensure that the Board continues to have a compelling interest in remedying discrimination and

that the measures it has chosen remain narrowly tailored to accomplish that interest.

m. Providing information to M./W.B.E.s about City-sponsored small business loan programs and other programs providing access to capital to M./W.B.E.s.

n. Promoting the Program through appropriate means in order to attract qualified M./W.B.E.s.

o. Acting as a voting member on all diversity compliance issues during evaluation process time.

p. Reviewing waiver requests and decide whether to grant or deny the request in accordance with the procedures of the Program.

V. Race- And Gender-Neutral Measures.

5.1. The Board shall implement race- and gender-neutral measures to the greatest extent feasible to facilitate the participation of M./W.B.E.s in its contracting activities, so that it can meet its Aspirational Goals. These measures shall include, but are not limited to the following:

a. provision of timely information on contracting procedures, bid preparation and specific contracting opportunities;

b. arrangement of solicitation times for the presentation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of interested contractors and subcontractors;

c. simplification of documentation required by the Office of School Support Services;

d. unbundling of contracts so as to facilitate the participation of smaller businesses;

e. review of bonding, insurance and retainage requirements to eliminate unnecessary barriers to contracting with the Board, consistent with the Board's interest in financial security;

f. reduction of bid deposit requirements, or arrangements for a standing bid deposit to cover multiple procurements;

g. closing out of construction contracts in a timely manner;

h. adoption of prompt payment procedures that require Prime Construction Contractors or Suppliers to agree in writing to promptly pay subcontractors;

i. holding of pre-bid conferences, where appropriate, to explain the projects and to encourage contractors to use small business enterprises as subcontractors;

j. letting of a representative sample of Board construction contracts without goals to determine M.B.E. and W.B.E. utilization in their absence;

k. limitation of the self-performance of prime contractors, where appropriate;

l. advertisement of invitations to bid and about the existence and purposes of the Program in minority, women's and small business media, when appropriate;

m. collection of information from all prime contractors on C.P.S. construction contracts, which details the bids received from all subcontractors for C.P.S. construction contracts and the payments to subcontractors utilized by prime contractors on C.P.S. construction contracts;

n. provision of technical assistance concerning Board procurement policies and procedures;

o. leveraging of the Board's relationships with bonding, insurance and financial companies to encourage those institutions to aid M./W.B.E.s and other small Prime Construction Contractors or Suppliers;

p. referral of complaints of discrimination against M./W.B.E.s to appropriate authorities for investigation and resolution.

VI. Bid Approval Process.

6.1 Bid Specifications.

The Department of Procurement and Contracts shall insert within the specifications for each contract with an estimated value in excess of Ten Thousand Dollars ($10,000), which is let through competitive bidding and which has Contract Specific Goals:

a. A description of the Program, including the requirement of an approved Compliance Plan; the requirements related to achieving the goals and counting M.B.E. or W.B.E. participation towards meeting the goals; if the goals are not met, the requirement of documentation of the contractor's

good faith efforts to achieve the goals, including the good faith efforts of M.B.E.s and W.B.E.s to achieve the goal for which they do not qualify; and a requirement that the contractor commit to the expenditure of at least the dollar value of the contract specific goals with one or more M.B.E.s and one or more W.B.E.s or make good faith efforts to do so. This commitment may be met by the contractor's status as an M.B.E. or W.B.E., a joint venture with one or more M.B.E.s or W.B.E.s as prime contractor (to the extent of the M.B.E.'s or W.B.E.'s participation in such joint venture), subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, purchasing materials or services for the work from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing.

b. A requirement that prime contractors on Board construction contracts notify M.B.E.s and W.B.E.s utilized on those contracts about opportunities on contracts without affirmative action contracting goals.

c. A requirement that where the contractor cannot achieve the contract specific goals, it must document its good faith efforts to do so.

6.2 Compliance Proposal.

a. The Department of Procurement and Contracts will specify M./W.B.E. participation requirements as special conditions in invitations for bids and bid documents. These specifications will include a listing of all documentation that must be submitted with the bid or proposal and a description of the reporting requirements applicable during the contract period. All solicitation and contract documents will also stipulate that the requirements of the Compliance Plan become part of each contract between C.P.S. and the Prime Construction Contractor or Supplier.

b. For all solicitations, the Prime Construction Contractor or Supplier shall submit an M./W.B.E. Compliance Proposal (Compliance Plan) identifying all M./W.B.E. and non-M./W.B.E. subcontractors from which the Prime Construction Contractor or Supplier solicited bids or quotations, and detailing its plan to achieve the Goals or its Good Faith Efforts to do so. M.B.E.s and W.B.E.s proposed by the Prime Construction Contractor or Supplier must be certified by the City of Chicago and/or any other governmental certifying agencies as of the date of bid submittal. The Compliance Proposal shall be due at the time and in the manner set out in the solicitation documents.

c. On construction projects with federal funding, the use of certified D.B.E. subcontractors will count towards fulfilling goals.

d. The O.B.D. Director has the authority to recommend to the Office of Procurement and Contracts that any bid or quotation that does not include an appropriate Compliance Proposal be rejected.

e. Any agreement between a Prime Construction Contractor or Supplier and an M./W.B.E. in which the Prime Construction Contractor or Supplier requires that the M./W.B.E. not provide subcontracting quotations to other Prime Construction Contractor or Suppliers is prohibited.

f. The Compliance Proposal must demonstrate that each M.B.E. or W.B.E. will perform a Commercially Useful Function.

6.3 O.B.D. Review And Approval Of Compliance Proposal.

a. Prior to contract award, O.B.D. shall timely review the Compliance Proposal, including the scope of work and the letters of intent from M./W.B.E.s. O.B.D. may request clarification in writing of items listed in the Compliance Proposal, provided such clarification shall not include the opportunity to augment listed M./W.B.E. participation.

b. If O.B.D. determines that the Compliance Proposal demonstrates that the Contract Specific Goals have been achieved or Good Faith Efforts have been made, O.B.D. shall recommend that the bidder be deemed responsive and recommend award during the evaluation process to the School Support Services and Purchasing.

c. If the Prime Construction Contractor or Supplier fails to meet the Contract Specific Goal(s), O.B.D. will review its Good Faith Efforts to do so. If O.B.D. determines that a Prime Construction Contractor or Supplier did not make sufficient Good Faith Efforts, O.B.D. shall communicate its finding to the School Support Services and Purchasing and recommend that the bid/proposal be deemed to be non-responsive. A Prime Construction Contractor or Supplier may protest this determination by filing a written appeal in accordance with the Appeals Process within fourteen (14) business days of receipt of O.B.D.'s determination, stating the grounds for such appeal and including all relevant information and documentation.

d. The C.E.O.'s designees for the Appeals Process shall review the O.B.D.'s determination and make a recommendation to the C.E.O.. The C.E.O.'s decision will be final.

6.4 Good Faith Efforts To Meet Contract Goals And Waiver Requests.

a. Where the Prime Construction Contractor or Supplier cannot achieve the Contract Specific Goals, the O.B.D. will determine whether the Prime Construction Contractor or Supplier has made Good Faith Efforts to do so.

b. A Prime Construction Contractor or Supplier may also submit to the O.B.D. Director a request for reduction or waiver of the obligations created under the Compliance Plan or related requirements. Any such request must be accompanied by documentation evidencing the Contractor or Supplier's "Good Faith Efforts".

c. The O.B.D. has the discretion to approve or deny a request for a waiver. Approval of a waiver may be conditioned upon the agreement to undertake additional "Good Faith Efforts" as specified by O.B.D.

d. If the Prime Construction Contractor or Supplier fails to meet the goals, but meets or exceeds the average M./W.B.E. participation obtained by other Prime Construction Contractor or Suppliers, this may be evidence of their Good Faith Efforts.

e. In making the determination of Good Faith Efforts, O.B.D. will consider, at a minimum, the Prime Construction Contractor or Supplier's efforts to:

1. Solicit through reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of M.B.E.s and W.B.E.s that have the capability to perform the work of the contract and/or that are certified in the scopes of the contract work; to make this solicitation within sufficient time to allow the M./W.B.E.s to respond; and to take appropriate steps to follow up initial solicitations with interested M./W.B.E.s;

2. Provide interested M./W.B.E.s adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation;

3. Negotiate in good faith with interested M./W.B.E.s that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of M./W.B.E.s that were solicited; the date of each such solicitation; a description of the information provided about the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with M./W.B.E.s to perform the work. A contractor may not use the fact that additional costs may be involved in soliciting and using M./W.B.E.s as a reason for failing to meet the goals, as long as such additional costs are reasonable;

4. Not reject M./W.B.E.s as being unqualified without sound reasons based upon a thorough investigation of their capabilities. The M./W.B.E.s' standing within its industry, membership in specific

groups, organizations, or associations, or its political or social affiliations are not legitimate reasons for rejecting or failing to solicit bids to meet the goals;

5. Make a portion of the work available to M./W.B.E. subcontractors and suppliers and to select those portions of the work or material consistent with the available M./W.B.E. subcontractors and suppliers, as to facilitate meeting the goals;

6. Make good faith efforts, despite the ability or desire of the contractor to perform the work of a contract with its own organization. A contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met;

7. Select portions of the work to be performed by M./W.B.E.s in order to increase the likelihood that the goals will be met. This includes, where appropriate, unbundling contract work items into economically feasible units to facilitate M./W.B.E. participation, even when the contractor might otherwise prefer to perform these work items with its own forces;

8. Make efforts to assist interested M./W.B.E.s in obtaining bonding, lines of credit or insurance as required by the Board or the contractor;

9. Make efforts to assist interested M./W.B.E.s in obtaining necessary equipment, supplies, materials or related assistance or services;

10. Effectively use the services of O.B.D., minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of M./W.B.E.s;

11. Make efforts to employ graduates of the Chicago Public Schools.

6.4.1 Apprenticeship Initiatives.

For any construction project in excess of One Hundred Thousand Dollars ($100,000), the Board may ask the Prime Construction Contractor or Supplier to participate in an Apprenticeship Initiative that would secure employment for minorities and women workers in specific trades and permit those workers to obtain hours that would count toward an apprentices' sponsorship into a trade or labor organization.

6.4.2 Programs For Public School Students.

O.B.D. will also consider granting waivers to vendors who, at the bid submission, include a strategy for the training, employment or continuing education of present or former C.P.S. students. The purpose of this alternate method is to induce vendors to undertake such programs, which will benefit students and ultimately foster the formation of additional M./W.B.E.s. When determining whether to grant a waiver for vendors who institute such a program for C.P.S. students, O.B.D. will consider the following: whether the proposed program is substantial in terms of the number of students served and the resources devoted by the private firm; that the program is significant in terms of its training, employment or continuing education objectives; and that the program is feasible and effective.

6.5 Contract Award.

Upon acceptance of a bid or quotation, the School Support Services shall send a notice of award to the successful bidder and a Workforce Projection to O.B.D.

VII. Contract Performance Procedures.

7.1 School Support Services Responsibilities.

To achieve the Contract Specific Goals, the School Support Service shall undertake, in addition to other measures provided herein, the following measures:

a. Every contract shall include a standard contract provision that:

1. Permits the Board to terminate the contract:

i. upon the disqualification of the contractor as an M.B.E. or W.B.E., if the contractor's status as M.B.E. or W.B.E. was a factor in the award of the contract and the contractor misrepresented that status; and

ii. upon the disqualification of any M.B.E. or W.B.E., if the subcontractor's or supplier's status as an M.B.E. or W.B.E. was a factor in the award of the contract, and the contractor misrepresented the status of the subcontractor or supplier. If the School Support Services or O.B.D. determines that the contractor was not involved in any such misrepresentation, then the contractor shall discharge the disqualified subcontractor or supplier and make good faith efforts to engage a qualified M.B.E. or W.B.E. replacement.

2. Allows the O.B.D., with or without notice:

   i. to conduct on-site inspections of any performance site or place of business of any Prime Contractor or Supplier, and which provides that other Board staff may accompany O.B.D. on this inspection to determine findings that the contractor has not complied with its obligations and has not engaged in fraudulent misrepresentation; and

   ii. to access to contractor's books and records including, without limitation, payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to M./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the contract.

3. Requires Prime Contractors or Suppliers:

   i. to maintain records on the utilization of subcontractors and fulfillment of the Compliance Plan, and to retain those records for three (3) years after the Board's final acceptance of the work;

   ii. to periodically report to O.B.D. all expenditures to achieve compliance;

   iii. to obtain prior written approval from the O.B.D. Director before changing M./W.B.E. commitments or substituting M./W.B.E. subcontractors;

   iv. upon the issuance of required certificates, to pay promptly all subcontractors the amount allowed and paid to the Prime Contractor or Supplier on account of the subcontractor's work to the extent of subcontractor's interest in the work; and

   v. to provide a sworn statement with each payment request, listing all M./W.B.E. and non-M./W.B.E. subcontracts used in the performance of the contract, and providing proof of payment to subcontractors from prior payments received by the Prime Contractor/Supplier. Proof of payment shall be in the form of cancelled checks to the subcontractor, a sworn statement from the subcontractor verifying receipt of payment or other format specified by the O.B.D.. For example:

      -- First (1st) and second (2nd) pay requests submitted by Prime Contractor are processed by the Board and paid.

-- Third (3rd) and all subsequent pay requests submitted by Prime Contractor include proof of payment to subcontractors listed on all previous pay requests.

4. To require approval or ratification of all change orders by the Board in accordance with Board rules, including that:

   i. no change orders shall be authorized that exceed, individually or cumulatively, ten percent (10%) of the Base Contract Price; and

   ii. any additional work and/or change orders requested by the Prime Construction Contractor or Supplier should not affect the contractors who have already completed work on the project.

7.2 O.B.D. Responsibilities.

To achieve the Contract Specific Goals, the Director of O.B.D. shall review and approve any request by a Prime Contractor or Supplier to substitute an M./W.B.E. subcontractor, and shall enforce the following requirements:

a. A Prime Construction Contractor or Supplier may not substitute an M./W.B.E. subcontractor or perform the work designated for a subcontractor with its own forces unless and until O.B.D. approves such substitution in writing. A Prime Construction Contractor or Supplier shall not allow a substituted subcontractor to begin work until the substitution request has been formally approved.

b. All requests for changes or substitutions of any M./W.B.E. subcontractor named in the Compliance Plan shall be made to the Director of O.B.D. in writing, and shall clearly and fully set forth the basis for the request. Each request shall include the name, address and principal official of any proposed substitute M.B.E. or W.B.E. and the dollar value and scope of work of the proposed subcontract. All documentation required of bidders for the Compliance Plan must be attached.

c. The facts supporting the request to change an M./W.B.E. subcontractor must not have been known nor reasonably foreseeable by either party prior to the submission of the Compliance Proposal. Prior to requesting a change, the Prime Construction Contractor or Supplier must negotiate with the subcontractor to resolve the problem. If requested by either party,

O.B.D. shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the M./W.B.E. may be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

d. Unauthorized changes or substitutions, including performing the work with the Prime Construction Contractor's or Supplier's own forces, may constitute grounds for rejection of the bid or proposal, cause termination of the executed contract for breach, may result in the withholding of payment and/or subject the Prime Contractor or Supplier to contract remedies or sanctions.

e. The following are acceptable bases for the substitution of M./W.B.E. subcontractors and/or suppliers:

1. unavailability after receipt of reasonable notice to proceed;

2. failure of performance;

3. financial incapacity;

4. refusal by the subcontractor to honor the bid or proposal price;

5. mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached;

6. decertification of the M./W.B.E.;

7. failure of the subcontractor to meet insurance, licensing or bonding requirements; or

8. the subcontractor's withdrawal of its bid or proposal.

f. O.B.D. shall forward its approval decision on a substitution request to the Office of Student Support Services. The final decision on a substitution request shall be communicated in writing as soon as practicable to the parties. The Director may request more information or schedule an interview to clarify or mediate the problem. The Director may reject any request in its entirety or impose conditions upon any approval.

g. A contractor may protest any determination by O.B.D. that it has not made Good Faith Efforts by utilizing the Appeals Process.

VIII. O.B.D.'s Determination Whether Contract Specific Goals For M./W.B.E. Participation Have Been Met.

8.1 M.B.E. Or W.B.E. Prime Construction Contractors.

O.B.D. shall count toward the Contract Specific Goal the amount paid to an M.B.E. or W.B.E. Prime Construction Contractor for self-performing work, general conditions, overhead and profit. An M.B.E. or W.B.E. Prime Construction Contractor must make Good Faith Efforts to meet the M.B..E. or W.B.E. goal for which it does not qualify, through subcontracts with other M.B.E.s or W.B.E.s.

8.2 M.B.E. Or W.B.E. Subcontractors And Suppliers.

O.B.D. shall count toward a Prime Construction Contractor's Contract Specific Goal only the amount that has actually been paid to an M.B.E. or W.B.E. subcontractor or supplier.

8.3. Joint Ventures.

When an M./W.B.E. performs as a participant in a Joint Venture, O.B.D. shall count toward the Contract Specific Goal only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that the M./W.B.E. performs with its own forces and for which it is separately at risk.

8.4 Limitation To Commercially Useful Functions.

O.B.D. shall count toward the Contract Specific Goal only expenditures to an M./W.B.E. that is performing a Commercially Useful Function. To determine whether a firm is performing a Commercially Useful Function, O.B.D. will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors. To perform a Commercially Useful Function, the M./W.B.E. must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, performing installations, where applicable, and paying for the material itself. An M./W.B.E. does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of M./W.B.E. participation. If an M./W.B.E. subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice, it is presumed not to be performing a Commercially Useful Function, but it may present evidence to rebut this presumption.

8.5 Effect Of Decertification.

If a firm ceases to be a certified M./W.B.E. during the course of a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted toward the Contract Specific Goal.

IX. Noncompliance And Sanctions.

9.1 Determination Of Noncompliance By O.B.D.

a. O.B.D. shall monitor the Compliance Plan, as well as the fulfillment of any special conditions, work order goals or other obligations by contract awardees. This responsibility shall extend to equal employment opportunity goals for contracts of less than One Hundred Thousand Dollars ($100,000), employment opportunity goals for work orders of One Hundred Thousand Dollars ($100,000) or more and the requirements of the City of Chicago Residency Program.

b. At the end of every contract, O.B.D. shall determine at contract closeout whether a Contractor or Supplier has complied with the obligations created under its Compliance Plan and other related requirements, The Prime Construction Contractor or Supplier has the burden of proving compliance with all obligations and requirements.

c. If the Prime Construction Contractor or Supplier is failing to fulfill its Compliance Plan, or other Compliance-related contractual obligations, O.B.D. will notify the Prime Construction Contractor or Supplier of the deficiencies. Following notification, the Prime Construction Contractor or Supplier shall have sixty (60) days to identify how they will cure the deficiencies. If the deficiencies are not cured, O.B.D. shall make a determination of noncompliance and recommend the imposition of sanctions.

9.2 Sanctions For Noncompliance And Failure To Make Good Faith Efforts.

a. Sanctions for noncompliance may include, but are not limited to the following:

1. Withholding of payments under the contract.

2. Termination of the contract.

3. Debarment from future business with the Board.

b. A Prime Construction Contractor or Supplier may protest the O.B.D.'s determination of Section 9.2 sanctions by filing a written appeal in accordance with the Appeals Process within fourteen (14) business days of receipt of O.B.D.'s determination, stating the grounds for such appeal and including all relevant information and documentation.

c. The C.E.O.'s designees for the Appeals Process shall review the O.B.D.'s determination and make, a recommendation to the C.E.O.. The C.E.O.'s decision will be final. Sanctions will not be imposed until the C.E.O.'s final decision has been made.

d. All debarment recommendations will be processed according to the Board's debarment policy.

9.3 Sanctions For Fraudulent Misrepresentations, Acts Involving A Lack Of Business Integrity, Violation Of Statutes Or Regulations Or Repeated Failures To Make Good Faith Efforts.

a. The following actions may be taken upon a finding that a firm has engaged in fraudulent misrepresentation, acts demonstrating a lack of business integrity, violations of statute or regulations or has repeatedly failed to make good faith efforts as required by this program:

1. Referral by O.B.D. to the Inspector General (I.G.) for investigation.

2. Initiation of proceedings to debar the Prime Contractor or Supplier and all persons or entities affiliated with them if warranted by I.G. investigation.

3. Reporting the debarment of any person or entity to other governmental agencies.

4. Referral to appropriate law enforcement authorities for investigation and possible prosecution.

b. Prime Construction Contractor or Supplier may protest the O.B.D.'s determination of Section 9.3 sanctions by filing a written appeal in accordance with the Appeals Process within fourteen (14) business days of receipt of O.B.D.'s determination, stating the grounds for such appeal and including all relevant information and documentation.

c. The C.E.O.'s designees for the Appeals Process shall review the O.B.D.'s determination and make a recommendation to the C.E.O.. The C.E.O.'s decision will be final. Sanctions will not be imposed until the C.E.O.'s final decision has been made.

X. Review.

The Board intends to periodically review the remedies adopted herein to ensure that it continues to have a compelling interest in not being a passive participant in the discriminatory Chicago construction market and that these measures remain narrowly tailored to accomplish that interest.

XI. Severability.

In the event that any section, subsection, paragraph, clause, provision or application of this article shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

(Sub)Exhibit "F".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Board-Commission Agreement.

Memorandum Of Understanding

Between

Officials Of The Public Building Commission Of Chicago

And

The Board Of Education Of The City Of Chicago

Regarding

The Master Intergovernmental Agreement.

June 22, 2006.

The Public Building Commission ("Commission") of the City of Chicago and the Board of Education ("Board") of the City of Chicago (collectively, the "Parties")

Recognizing that the Board is charged with and specifically skilled at providing quality education and educational programs to the children attending any one of the Chicago Public Schools throughout the City of Chicago; and

Recognizing that the Commission is charged with and specifically skilled at the project management of public building projects from site acquisition and control to design and construction on schools, campus parks, libraries, police and fire stations and other public buildings; and

Recognizing that it is desirable and necessary that the Board and the Commission work together to establish practices, polices and procedures that will result in the construction of the most cost effective, safe schools which meet the needs of the students, faculty, staff and citizens of the City of Chicago,

Have reached the following understanding:

Acknowledgment. The Board and the Commission acknowledge that the prior existing Intergovernmental Agreement ("Agreement") between the Parties dated February 24, 1999 is still in full force and effect except as supplemented, modified and/or clarified by the terms of this Memorandum of Understanding ("Memorandum") is for the sole purpose of supplementing, modifying and/or clarifying the terms of the Agreement.

1. Documents.

Documents made part of this Memorandum, referred herein as "the Board's Requirements and Transfer Documents", comprise both Project requirements and examples of information that will be supplied by the Board:

i. Terms, Abbreviations and Definitions, (Sub)Exhibit A, dated June 22, 2006

ii. Standard Communication Framework, (Sub)Exhibit B, dated June 22, 2006

iii. Board Supplied Owner's Project Requirement, (Sub)Exhibit C, dated June 22, 2006

iv. General Project Requirements, (Sub)Exhibit D, dated June 22, 2006

v. Design and Construction Standards, (Sub)Exhibit E

vi. Master Specifications, (Sub)Exhibit F (CD Rom)

vii. Insurance Requirements, (Sub)Exhibit G, dated June 22, 2006

viii. Environmental Reporting and Submittal Requirements, (Sub)Exhibit H, dated June 22, 2006

ix. Project Closeout Approval Form, (Sub)Exhibit I, dated June 22, 2006

x. Scope of Work Modification Form and Change Order Procedure, (Sub)Exhibit J, dated June 22, 2006

xi. F.F. and E. Matrix (Furniture, Fixture and Equipment), (Sub)Exhibit K, dated June, 22, 2006

2. Project Teams.

The Chicago Public Schools (the Board) Project Team will be comprised of the following individuals:

a. Chief Operating Officer

b. Director of Real Estate and Facility Planning

c. Director of Demographics and Capital Programming

d. Managing Architect

e. Managing Engineer

f. Real Estate Manager

g. Operations and Educational Department Heads

h. Designated Consultants (Commissioning Agent, Program Manager, et cetera)

The Public Building Commission (the Commission) Project Team will be comprised of the following individuals:

a. Executive Director

b. Managing Architect

c. Director of Construction

d. Portfolio Manager

e. Designated Consultants (Architect/Engineer of Record, Owner's Representative, et cetera)

3. Project Development Phases.

The following terminology will be used to categorize Project Development Phases. Typical abbreviations have been cited in parentheses. Refer to Section 12, Project Development Responsibilities by Phase and to (Sub)Exhibit D General Project Requirements, for specific requirements and expectations for each phase of design and construction:

a. Programming and Project Initiation

b. Land Acquisition

c. Demolition, Site Remediation and Site Utility Terminations

d. Preliminary Planning Budgeting and Conceptual Design

e. Schematic Design (S.D.)

f. Design Development (D.D.)

g. Contract Documents (C.D.)

h. Bidding/Negotiation and Award (B./N.)

i. Construction Administration (C.A.)

j. Furniture, Fixtures and Equipment (F.F. and E.)

k. Closeout

l. Warranty Period

m. Post Occupancy Evaluation

4. Mutual Covenants.

a. The Parties agree to communicate openly regarding issues and problems pertaining to a Project and/or the Program and work

towards resolutions that serve the best interests of the goals of the Project and the Program;

b. The Parties agree to respond expeditiously to requests for information, approvals, review, comments, or any other matters in order to avoid delays in the Project schedule.

c. The Parties agree to develop and implement internal policies and practices within their respective agencies to evaluate the current and future performance of key Project and Program participants for the purpose of improving on the performance of such participants.

d. The Parties agree to document "Lessons Learned" throughout a Project and participate in a "Lessons Learned" session after each Project for the purpose of identifying key issues and discussing ways to address such issues so as to reduce costs and improve efficiencies in the Program and individual Projects.

e. The parties will jointly author and implement a standardized communication framework for all Projects. Refer to (Sub)Exhibit B.

5. Project Transfer.

a. The Board will transfer Projects to the Commission that include one or more of the following scopes of work.

i. Site Investigation and Testing.

ii. Comprehensive survey.

iii. Demolition.

iv. Remediation.

v. Dedications, Vacations, Closings, Privilege to the Public Right of Way and/or Air Right Negotiations.

vi. Utility Termination and New Service Agreement Negotiations.

vii. Construction.

viii. F.F. and E. (Furniture, Fixtures and Equipment).

b. Project transfer documentation will include, but is not limited to, the following information, as relevant. This information will be generated by the Board and issued to the Commission at the time of Project Transfer.

i. Educational Program.

ii. Spatial Program.

iii. Conceptual Design or Adjacency Requirements.

iv. Land Designation Resolution or letter of intent.

v. Necessary Amendments to the Public Right-of-Way.

vi. Required Project Timeline.

vii. Pertinent information associated with all tenants, co-owners and sister agencies as necessary to develop the contract documents.

viii. Project Budget.

ix. CPS Board Resolution.

x. Master Specifications.

xi. Design and Construction Standards.

xii. land Survey (as available).

xiii. Environmental Testing reports (as available).

xiv. Supplemental Information (as available).

c. When a Project is transferred, the Commission is required to:

i. Review the Project specific documentation supplied by the Board and request additional information as needed.

ii. Confirm in writing, receipt of all information necessary to present for the Commission Board approval.

6. Design And Construction Standards And Master Specifications.

   a. The Board's Project Team shall develop and maintain all design and construction standards as well as the Board's Master Specifications. Refer to Exhibits E and F for specific documentation.

   b. The Commission Project Team shall modify the master specifications to create construction documents in conformance with the Board Supplied Owner's Project Requirements.

   c. The Commission Project Team must request approval for any deviation from the aforementioned standards in writing.

   d. The Commission shall utilize the Board's Master Specifications inclusive of the supplied Front End documentation. These Master Specifications will be issued for each specific project and integrated into the contract documents accordingly.

7. Project Budget, Administration Fee And Contingencies.

   a. The Board shall furnish a Project Budget at the time of Project Transfer whether the Project is comprised of one or more scopes of work. The Commission shall cooperate in the development of the Project Budget prior to formal transfer.

   b. Project budgets supplied by the Board to the Commission shall reflect the maximum funding available to perform the intended scope of Work identified as the Project.

   c. Value engineering efforts, at every phase of project development, are required to ensure a responsible expenditure of resources. At every Project milestone (as listed in Section 10, Project Development Reviews and Cost Controls), a report detailing value engineering efforts and resultant cost implications will be generated by the Commission and submitted to the Board for review and approval.

   d. The Board shall pay the Commission a fee of three percent (3%) or as mutually agreed of construction value at the time of project transfer to the Commission.

   e. The project budget will include a contingency of five percent (5%) of total construction value or such other amount as agreed by the parties prior to project transfer.

8. Project Schedule.

a. The Commission Project Team shall develop a preliminary Project Schedule prior to the solicitation or award of any professional service contracts. This schedule must be based upon the required completion date supplied by the Board. The project schedule shall be comprehensive and include all design and contract document milestones,as well as all land acquisition, public right of way amendment, rezoning permit approval and construction milestones supplied by both parties.

b. The Commission shall submit the proposed Project Schedule to the Board for review and approval.

c. The Commission shall not authorize changes to the project schedule without prior written approval by the Board.

9. Professional Services -- Solicitation And Award.

a. The Commission shall solicit all professional services required to execute the Project from the time of Project Transfer through Final Acceptance.

b. Professional service requirements shall be developed by the Commission and reviewed by the Board prior to release.

c. The Board shall participate in the evaluation and selection of professional consultants.

d. Upon receipt of submitted proposals, both the Commission and the Board shall evaluate potential consultants and recommend contract awards.

e. The Commission shall award all professional services, in consideration of the joint recommendations referenced above. The Commission shall execute all professional service contracts directly. In all cases the Commission shall hold the contract with the cost estimator directly, unless otherwise agreed upon by the Board.

f. The Commission shall require all vendors to maintain insurance limits acceptable to the Board throughout the life of the project. The Commission shall maintain a record of each vendor's certificates of insurance listing the Board as an additional insured.

10. Project Development Reviews And Cost Controls.

a. The Board shall lead the programing and conceptual design phases and shall solicit review and input from the Commission.

b. Upon Project transfer, the Commission shall lead the development of contract documents beginning in the schematic design phase as necessary for the contractual project delivery method.

c. The Board shall perform reviews of the contract documents throughout the Project development process Review of contract documents shall occur at the following milestones and shall comply with the requirements set forth in the General Project Requirements, (Sub)Exhibit D section.

i. Schematic Design.

ii. Design Development.

iii. Thirty percent (30%) Contract Document Production.

iv. Sixty percent (60%) Contract Document Production.

v. Ninety percent (90%) Contract Document Production.

vi. One hundred percent (100%) Contract Document Production.

d. The Board and its consultants shall review the production milestone submittals solely for educational and spatial program compliance and compliance with the Board's Design and Construction Standards. The consultants hired by the Commission are solely responsible for code compliance and any other applicable regulatory compliance.

e. At each milestone, the Commission shall be required to provide the Board with a detailed cost estimate based upon the Board's Master Specification Sections. See exhibit General Project Requirements -- (Sub)Exhibit D section for approved estimate format.

f. The Board shall perform each milestone review within ten (10) business days of receipt and provide written comments to the Commission for review.

g. The Board shall solicit review and written approval by various Board stakeholders and Departmental representatives. A schedule for departmental reviews shall be developed jointly by the Board and the

Commission at the point of Project Transfer. The Commission and its consultants shall provide the necessary support and documentation required to seek these approvals.

h. The Commission shall incorporate the Board's review comments into the Contract Documents by the next scheduled production milestone. A minimum of five (5) business days prior to the next scheduled production milestone, the Commission shall produce written documentation illustrating incorporation of the review comments or rationale for deviation.

11. Payment Submittals And Reports.

a. The commission shall forward to the Board the Contractor's monthly pay application upon approval. Approved Pay Applications shall include a current Schedule of Values and other appropriate backup. The Schedule of Values shall be delineated in a format consistent with the specification sections outlined in the contract documents.

b. The Commission shall provide a quarterly document citing anticipated funds needed each of the subsequent three (3) months. The Board will supply the funds cited to the Commission within ten (10) days following its receipt of the quarterly document.

c. The Commission shall provide the Board with its expanded general ledger as well as a reconciliation of a project funds received, for each individual project on a monthly basis or upon request.

d. For each Project, the Commission shall furnish the following reports to the Board:

i. Change Order Reports.

ii. Construction Change Directive (C.C.D.) Reports.

iii. Quality Assurance/Quality Control (Q.A./Q.C.) Reports.

iv. Updated monthly budget, including expenditures and the summary of line item changes.

v. List of consultants retained and associated costs.

vi. Other management reports as requested by the Board.

e. The Board agrees to review and provide comments on reports furnished by the Commission within one (1) day following the receipt. If no such comments are provided, the Commission shall presume the report(s) are approved by the Board.

12. Project Administration.

a. The Commission agrees to adhere to the following administrative requirements:

i. The Commission will require its contractors and consultants to comply with all applicable laws, rules and regulations related to the completion of the project and for obtaining the required permits, approvals and certifications so that the Project can be used for its intended purpose.

ii. Enforce the terms of its contracts with its contractors and consultants. Pursue insurance and errors and omissions claims at its discretion or at the request of the C.P.S. Board.

iii. All proposed scope of work modifications (including but not limited to C.O.s and C.C.D.s) must be approved by the Board prior to execution utilizing the Scope of Work Modification Form and Change Order Procedure. Refer to (Sub)Exhibit J.

iv. The use of the time and material methodology for quantifying a change in the scope of work shall only be used in situations where the health, life safety or welfare of building occupants, adjoining property owners or persons responsible for the planning and construction of each facility would be adversely affected. Further, all Time and Material Agreements shall provide a Not to Exceed (N.T.E.) value prior to execution and must be approved by the Board. Should the Time and Material work effort reach the N.T.E. limit, the subject change order shall become a lump sum Change Order. The Commission must provide adequate supervision to ensure that the change in scope is performed in accordance with the contract documents and any amendments therein and is monitored to reduce costs.

v. The Commission shall instruct its Contractors to take direction from Commission-designated personnel only.

b. The Board's Project Team agrees to adhere to the following administrative requirements:

i. Respond to inquiries by the periods established in this agreement.

ii. Provide independent field observation as appropriate.

iii. Coordinate input and approval from key Board personnel (e.g. department heads) as needed.

iv. The Board is to advise Board personnel to not provide directives to the Commission's contractors or consultants.

13. Project Development Responsibilities By Phase.

a. Programming And Project Initiation.

i. The Board will determine the construction needs associated with school replacement or new facilities.

ii. The Board will determine general scheduling and funding requirements associated with identified projects.

iii. The Board will determine the educational program, spatial program and specialized needs for all new Projects.

iv. The Board will develop a detailed spatial program and will identify both rough square footage an adjacency requirements.

v. The Board will determine the exterior amenity needs associated with each Project.

b. Land Acquisition.

i. The Board will determine site selection requirements based upon the area of need or replacement requirements as well as the established Educational and Spatial Programming requirements.

ii. The Board will determine acreage required to meet the spatial program for the building and required exterior amenities.

iii. The Board will determine proposed sites and designate the selected site for acquisition.

iv. The Board will acquire designated properties and advise the Commission of anticipated schedules for both land title and possession.

v. The Board will advise the Commission of any existing or planned easements and the anticipated repercussions on the proposed Project.

vi. In cooperation with the Board, the Commission will identify any work associated with any existing or proposed public rights-of-way that may be affected by the Project. This includes, but is not limited to any dedications, vacations or closures of streets or alleys; any temporary or permanent privilege to the public right-of-way; any air right usage agreements; as well as any utility removal; relocations or service amendments.

c. Demolition, Site Remediation And Site Utility Terminations.

i. All work associated with securing acquired parcels of property, demolishing existing site improvements and terminating utility services to all sites (improved or unimproved) is intended to be performed by the Commission. However, where necessary, the Board reserves the right to perform this scope of work in the interest of public safety and welfare.

ii. Where possible, the Commission will secure acquired parcels within twenty-four (24) hours of receiving notice of possession from the Board. The Commission will begin demolition of any site Improvements upon newly acquired parcels as directed by the Board and as soon as is practicable within the procurement regulations of the Commission. The Board reserves the right to independently perform work associated with securing or demolishing acquired parcels.

iii. The Commission is required to identify all utility services within previously owned or newly acquired parcels and execute service terminations as required.

iv. Where appropriate, the Commission is responsible for assessing the potential cost savings of a combined demolition and site preparation scope of work. This work would entail combining the scope of work required for demolition of existing site improvements with the scope of work required as a result of geotechnical or environmental site conditions. The Board will participate in the

development of the professional services solicitation for an environmental consultant. Refer to (Sub)Exhibit H for the detailed Board's Environmental Standards and Procedures.

d. Preliminary Planning, Budgeting And Conceptual Design.

i. Upon site identification, the Board will develop a conceptual design based upon the developed spatial program, adjacency requirements, exterior amenity needs and site constraints. The Board reserves the right to transfer this scope of work to the Commission.

ii. The Commission's Managing Architect and appropriate Portfolio Manager(s) shall attend and participate in capital planning meetings, project specific meetings and coordinate related work as required, including but not limited to, site investigation and testing, comprehensive survey solicitation, and the development of demolition and site preparation scope of work. See Project Transfer section for further detail.

iii. The Board will negotiate all agreements and spatial considerations with all tenants, co-owners or sister agencies as necessary. The Commission Project Team will provide documentation as needed to support negotiations.

iv. The Board will develop a preliminary budget for each Project and approve any and all revisions to the budget as the design is developed.

e. Schematic Design.

i. The Commission Project Team will develop a Schematic Design package as outlined in (Sub)Exhibit E General Project Requirements.

ii. The Commission will provide a detailed cost estimate and value engineering report as described in the Project Budget section and the Project Development Reviews and Cost Controls section.

iii. The Board's Project Team will review and provide written commentary as described in the Project Development Reviews and Cost Controls section.

f. Design Development.

i. The Commission Project Team will develop a Design Development package as outlined in (Sub)Exhibit D, General Project Requirements.

ii. After the "Issue for Design Development", the Commission will provide a detailed cost estimate and value engineering report as described in the Project Budget Administration Fees and Contingencies section and the Project Development Reviews and Cost Controls section.

iii. The Board's Project Team will review and provide written commentary as described in the Project Development Reviews and Cost Controls section.

g. Contract Documents:

i. The Commission Project Team will develop Contract Documents in milestone phases as outlined in the Project Development Reviews and Cost Control Section. The Contract Documents will adhere to the requirements outlined in (Sub)Exhibit D, General Project Requirements.

ii. The Commission will provide a detailed cost estimate and value engineering report at each milestone as described in the Project Budget section and the Project Development Reviews and Cost Controls section.

iii. The Board will review and provide written commentary as described in the Project Development Reviews and Cost Controls section.

iv. After the sixty percent (60%) Contract Document production milestone, the Board will issue the revised Master Specification sections that have been updated after Project Transfer. The Commission will evaluate the cost impact of the changed sections and advise the Board. If mutually agreed upon, the Commission Project Team will incorporate the revised specification sections into the Contract Documents prior to the one hundred percent (100%) Contract Document production milestone.

v. At the ninety percent (90%) Contract Document production milestone, the Commission will provide the Board with editable

electronic documents (AutoCad) of the construction drawings which have all devices labeled and dimensioned (citing distances from reference points and elevations) for use in the procurement of furniture and equipment.

vi. The Commission will require in all bid and contract documents that the General Contractor be solely responsible for safety.

vii. Prior to Issue for Bid, the Commission will seek the Board's written approval for release of bid documents. The approval will be based upon the adherence of the one hundred percent (100%) review package, including a detailed cost estimate, to the Project Budget and the Board's Design and Construction Standards.

viii. The Commission's consultants are solely responsible for the final design.

h. Bidding/Negotiation And Award.

i. The Commission will lead the bidding and/or negotiation for the execution of the project and the Board will participate in the bidding/negotiation and award process.

ii. The Commission agrees to prohibit bidding by contractors who have been debarred by the Board.

iii. Upon receipt of all bids, the Commission will supply the Board with a Bid Summary of all submitted bids, highlighting the lowest, responsive bidder.

iv. The Commission will review the bid tabulation information and recommend the successful bidder for award.

v. The Board's Project Team will attend the bid opening and will participate in the review process.

vi. The Commission will coordinate the contract award to the successful bidder.

i. Construction Administration.

i. The Board and the Commission will employ reasonable measures to maintain a good relationship with the community in which the project is located during the construction of the Project.

ii. The Commission will lead the construction phase and manage all construction related expenditures.

iii. The Commission will require and enforce insurance requirements set forth in Insurance Requirements, (Sub)Exhibit G. Any recommended changes to the insurance requirements based on scope of work of a specific contract should be addressed in writing to the Board for review by its Bureau of Risk Management. A contractor's valid certificate of insurance and bond must be on file with the Commission prior to issuing a Notice to Proceed. The Commission will maintain a record or current and valid insurance from each involved contractor throughout the project, and for at least ten (10) years following Final Acceptance.

iv. The Commission will advise the Board of any injuries of a catastrophic nature including, but not limited to, death, amputation, head or spinal injury sustained as a result of construction operations.

v. The Commission will institute and the Board will participate in weekly construction meetings.

vi. The Board will provide oversight and approval on issues requiring decisions and changes in project cost, including change orders, claims, liens or other issues relating to project expenditures.

vii. The Commission will implement an effective Quality Assurance/ Quality Control (Q.A./Q.C.) Program.

viii. The Commission will provide reports to the Board on a regular basis which illustrates all Q.A./Q.C. items, including both proposed and executed resolution.

ix. Prior to Project punchlist, the Commission will develop a report of Q.A./Q.C. summarizing the resolution of each identified Quality Assurance or Deficiency issue.

x. The Commission Project Team and the Board's Project Team will participate in the creation and review of the punchlist and final inspection of the Project.

xi. The Board's Project Team will provide written comments related to the quality and completion of the Work to the Commission. The Commission shall respond in writing within ten (10) days to the comments provided by the Board,

xii. Project turnover by the Commission and Project Acceptance by the Board will occur in the following phases. Refer to the definitions in (Sub)Exhibit A for specific criteria.

a. Substantial Completion

b. Preliminary Acceptance

c. Final Acceptance

d. Project Closeout

xiii. The Commission Project Team shall not accept Substantial Completion of a project unless all the terms cited in the Definitions, (Sub)Exhibit A, are met.

xiv. The Commission shall execute the appropriate documentation to ensure turnover of building services at Final Acceptance. These building services include, but are not limited to, site maintenance (lawn care), utility service agreements, et cetera, as referenced in the Front End document specifications.

j. Furniture, Fixtures And Equipment (F.F. And E.):

i. The Board's Project Team shall coordinate the procurement and installation of fixtures as outlined in the F.F And E. matrix.

ii. The Board shall bid and award the Master Furniture Contract any contracts associated with the procurement of equipment.

iii. Upon receipt of ninety percent (90%) submittal of electronic documents (indicating elevations and dimensions of all devices) from the Commission, the Board shall coordinate each project specific furniture order and installation agreement.

iv. The Board shall manage the installation of furniture and equipment.

v. The Commission will assist the Board in the management of the installation of furniture and equipment.

vi. On a case by case basis, the Board reserves the right to transfer each project specific furniture order, the installation agreement coordination and the management of the Installation to the Commission.

k. Closeout.

i. The Commission will deliver a clean and completed facility in accordance with the Board's Master Specifications.

ii. The Commission will provide all closeout documentation as listed in the specifications and as detailed in General Project Requirements, (Sub)Exhibit D, and provide a Closeout Approval Form for the Board's signature (an example of which has been supplied in (Sub)Exhibit I).

iii. The Commission will schedule a closeout meeting on site to review the submission of the closeout documents and to seek signature of the Closeout Approval Form.

iv. Upon approval of the Contractor's Final Payment Application, the Commission will submit the General Contractor's Final Schedule of Values to the Board based upon the Board's Master Specification Sections.

v. The Commission will also submit a document that summarizes the aforementioned values in a format consistent with the Board's Asset Management Classifications.

vi. The Commission will customize the Closeout Approval Form, (Sub)Exhibit I, to be Project specific pursuant to the requirements of the Contract Documents. This document will be submitted to the Board for approval and signature.

l. Post Occupancy Evaluation (P.O.E.) And Lessons Learned.

i. The Board will schedule a Post Occupancy Evaluation at several milestones after Final Acceptance in order to interview various

stakeholders to determine how to improve the design and construction process to better serve the needs of Chicago Public Schools students, faculty and staff. The target milestones and required attendees are as follows:

1. P.O.E. Number 1 -- Principal Interview. Approximately one (1) month after achieving Final Acceptance, a P.O.E. will be scheduled by the Board to evaluate space utilization and end user concerns. Attendees will include, but are not limited to, the School Principal, Building Engineer, the Board's Director of Real Estate and Planning, the Board's Director of Demographics, the Board's Managing Architect, the Commission's Managing Architect and the Commission's Portfolio Manager.

2. P.O.E. Number 2 -- Constructability Review. Approximately one (1) month after Final Acceptance, P.O.E. will be scheduled by the Board to evaluate tile construction process and construction standards. Attendees will include, but are not limited to, the Commissioning Agent, Building Engineer, General Contractor, the Board's Director of Real Estate and Planning, the Board's Managing Architect and Engineer, the Commission's Director of Construction and the Commission's Portfolio Manager.

3. P.O.E. Number 3 -- Principal Follow Up Interview. Approximately one (1) year after Final Acceptance, a POE will be scheduled by the Board to evaluate space utilization and end user concerns. Attendees will include, but are not limited to, the School Principal, Building Engineer, the Board's Director Of Real Estate and Planning, the Board's Director of Demographics, the Board's Managing Architect and Engineer, the Commission's Managing Architect and the Commission's Portfolio Manager.

ii. The Commission will institute and conduct a Construction Lessons Learned Committee and participate as a key stakeholder. The Board will participate as a key stakeholder. For each project

undertaken, Commission will document lessons learned throughout the design and construction process as well as during the Post Occupancy Evaluation phase.

iii. The Board will institute and conduct an Education Lessons Learned Committee and participate as a key stakeholder. The Commission will participate as a key stakeholder. For each Project undertaken, the Board will document lessons learned throughout the design and construction process as well as during the Post Occupancy Evaluation phase.

(Signed) Sean Murphy, June 22, 2006
Chief Operating Officer C.P.S.,

(Signed) Montel Gayles, June 22, 2006
Executive Officer, C.P.S.
Director, P.B.C.

(Signed) Erin Lavin Cabonargi, June 22, 2006
Managing Architect, C.P.S.

(Signed) Bral Spight, June 22, 2006
Chief of Staff, P.B.C.

(Signed) Joseph Clair, June 22, 2006
Managing Engineer, C.P.S.

(Signed) Julia Sportolari, June 22, 2006
Director of Legal
Affairs, P.B.C.

(Signed) George Hill
Managing Architect, P.B.C.

[(Sub)Exhibits "A", "B", "D.01", "D.02", "D.03", "D.04", "D.05", "D.06", "G", "H", "I", "J" and "L" referred to in this Board-Commission Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

[(Sub)Exhibits "C", "E", "F" and "K" referred to in this Board-Commission Agreement unavailable at time of printing.]

Exhibit "A".
(To Ordinance)

Schedule Of Redevelopment Project Areas.

Schedule of Redevelopment Project Areas

Designation	Affected School(s)	Date of TIF Ordinance
47th/Ashland Redevelopment Project Area	Back of the Yards HS	3/27/2002
51st/Archer Redevelopment Project Area	Southwest Elementary	5/17/2000
71st and Stony Island Redevelopment Project Area	South Shore HS	10/7/1998
Addison Corridor North Redevelopment Project Area	Area 19 HS	6/4/1997
Belmont/Central Redevelopment Project Area	Northwest Elementary	1/12/2000
Central West Redevelopment Project Area	Skinner Elementary, West Side Ag HS	2/16/2000
Chicago/Central Park Redevelopment Project Area	Westinghouse HS	2/27/2002
Fullerton/Milwaukee Redevelopment Project Area	Avondale/Irving Park Elementary	2/16/2000
Galewood/Armitage Industrial Redevelopment Project Area	Belmont Cragin Elementary	7/7/1999
Greater Southwest Industrial Corridor (West) Redevelopment Project Area	Lee/Pasteur Elementary	4/12/2000
Lawrence/Kedzie Redevelopment Project Area	Albany Park MS, Peterson Elementary	2/16/2000
Lincoln Avenue Redevelopment Project Area	Mather HS	11/3/1999
Madison/Austin Corridor Redevelopment Project Area	Austin HS, DePriest Elementary	9/29/1999
Midwest Redevelopment Project Area	West Side Ag HS, Collins HS	5/17/2000
South Chicago Redevelopment Project Area	Southeast Area HS	4/12/2000
Stevenson/Brighton Park	Brighton Park II Elementary	Not yet adopted
Touhy/Western	Boone Clinton Elementary	9/13/2006

Exhibit "B".
(To Ordinance)

Description Of Projects.

	Redevelopment Project Area	Facility	Type	Estimated Project Cost[1]	Estimated Bond Funding	CPS Funds	Estimated Maximum Annual Debt Service (Home TIF)	Contiguous Redevelopment Project Areas[2]	Estimated Maximum Annual Debt Service (Contiguous TIF)
PHASE I	Madison/Austin	Austin HS	2	$30,000,000	$30,000,000		$1,000,000	Northwest Industrial	$3,900,000
		DePriest Elem.	4	$18,500,000	$18,500,000		$600,000	Midwest	$1,900,000
	Midwest	Collins HS	2	$30,000,000	$30,000,000		$4,400,000	None	
	Lincoln Avenue	Mather HS	2	$30,000,000	$30,000,000		$1,650,000	Western Ave. North	$2,400,000
	51st/Archer	Southwest Elem.	1	$30,000,000	$30,000,000		$775,000	63rd/Pulaski	$1,800,000
								Midway Industrial	$1,600,000
	71st/Stony Island	South Shore HS	1	$65,000,000	$65,000,000		$2,600,000	87th/Cottage Grove	$2,300,000
								Avalon Park/South Shore	$800,000
								Stony Island/Burnside	$2,200,000
								Woodlawn	$2,200,000
	Central West	Skinner Elem.	2	$34,000,000	$34,000,000		$1,100,000	Near West	$4,900,000
	Chicago Central Park	Westinghouse HS	1, 4	$70,000,000	$70,000,000		$1,300,000	Kinzie Industrial	$3,400,000
								Northwest Industrial	$1,200,000
								Midwest	$2,500,000
								Pulaski Corridor	$1,100,000
	Lawrence/Kedzie	Albany Park MS	4	$25,000,000	$25,000,000		$2,900,000	None	
		Peterson Elem.	2	$15,000,000	$15,000,000		$2,200,000		
	Fullerton/Milwaukee	Avondale/Irving Park Elem.	3	$10,000,000	$10,000,000		$3,600,000	None	
	Galewood/Armitage	Belmont-Cragin Elem.	3	$7,500,000	$7,500,000		$1,100,000	Northwest Industrial	$1,300,000
								Belmont Central	$1,800,000
	Touhy/Western	Boone-Clinton Elem.	3	$7,500,000	$7,500,000		$3,000,000	Devon/Western	$1,100,000
PHASE II	Fullerton/Milwaukee	Avondale/Irving Park Elem.	1	$20,000,000	$20,000,000		$3,600,000	None	
	Galewood/Armitage	Belmont-Cragin Elem.	1	$22,500,000	$22,500,000		$1,100,000	Northwest Industrial	$1,300,000
								Belmont Central	$1,800,000
	Touhy/Western	Boone-Clinton Elem.	1	$22,500,000	$22,500,000		$1,100,000	Devon/Western	$2,500,000
	Stevenson-Brighton Park	Brighton Park II Elem.	1	$30,000,000	$24,000,000	$6,000,000	$3,100,000	Midway Industrial	$500,000
								51st/Archer	$800,000
	Midwest	West Side Ag. HS	1	$65,000,000	$65,000,000		$0	Central West	$4,000,000
								Chicago/Central Park	$1,500,000
								Kinzie Industrial	$3,800,000
	Addison Corridor North	Area 19 HS	1	$65,000,000	$55,000,000	$10,000,000	$1,900,000	Western Ave. South	$5,600,000
	Belmont/Central	Northwest Elem.	1	$30,000,000	$30,000,000		$2,100,000	Belmont/Cicero	$1,100,000
								West Irving Park	$1,200,000
	47th/Ashland	Back of the Yards HS	3	$15,000,000	$15,000,000		$1,400,000	47th/Halsted	$1,100,000
								63rd/Ashland	$600,000
	Greater Southwest Ind (West)	Lee/Pasteur Elem.	3	$6,000,000	$6,000,000		$1,200,000	None	
	South Chicago	Southeast Area HS	3	$10,000,000	$10,000,000		$2,000,000	Commercial	$700,000
								Lake Calumet	$300,000
PHASE III	47th/Ashland	Back of the Yards HS	1	$50,000,000	$19,500,000	$30,500,000	$1,400,000	47th/Halsted	$1,300,000
								63rd/Ashland	$800,000
	Greater Southwest Ind (West)	Lee/Pasteur Elem.	1	$24,000,000	$7,500,000	$16,500,000	$1,200,000	None	
	South Chicago	Southeast Area HS	1	$55,000,000	$35,000,000	$20,000,000	$2,000,000	Commercial Ave.	$1,500,000
								Lake Calumet Industrial	$2,500,000

[1] Actual Costs May Differ

[2] Current contiguous RDA; Additional RDAs may be added in accordance with the Act and this Ordinance

Facility Types 1=New Constr. 2=Renovation 3=Acq/Design/Site Prep/Prelim Constr. 4=Refinancing

DESIGNATION OF VARIOUS FINANCIAL INSTITUTIONS AS MUNICIPAL DEPOSITORIES FOR CITY OF CHICAGO AND CHICAGO BOARD OF EDUCATION FUNDS FOR FISCAL YEAR 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the municipal depositories for the City of Chicago and the Chicago Board of Education for the fiscal year 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Schiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, On June 15, 2006 and June 19, 2006, the City Comptroller advertised for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago and the Chicago Board of Education to be deposited in banks and savings and loan associations, in accordance with Chapter 2, Section 2-32-400 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, On or prior to August 28, 2006, the City Comptroller received bids from financial institutions seeking to be designated as municipal depositaries, and subsequently, determined that thirty (30) bidders were eligible to be so designated; and

WHEREAS, Pursuant to Chapter 2, Section 2-32-400 of the Code, the City Comptroller is required to report such bids to the City Council to the end that an award or awards may be made upon such bids; now, therefore,

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

SECTION 1. That the following national and state banks and federal and state savings and loan associations, pursuant to an advertisement required by the Code have applied to become municipal depositaries of the City of Chicago and Chicago Board of Education for the purpose of holding and paying interest on municipal deposits, and each such financial institution has satisfactorily filed with the City Comptroller the information required by Chapter 2, Sections 2-32-430, 2-32-440 and 2-32-450 of the Code:

Albany Bank

Amalgamated Bank of Chicago

Banco Popular North America

Bank of America, N.A.

Beverly Bank & Trust Co., N.A.

Charter One Bank, N.A.

Citibank, F.S.B.

Cole Taylor Bank

Fifth Third Bank

First Commercial Bank

First Eagle National Bank

Harris N.A.

Highland Community Bank

Hyde Park Bank

International Bank of Chicago

JPMorgan Chase Bank, N.A.

Lakeside Bank

LaSalle Bank, N.A.

Metropolitan Bank & Trust Co.

Mutual Bank

National City Bank

New City Bank

Pacific Global Bank

Ravenswood Bank

Seaway National Bank

ShoreBank

Signature Bank

State Bank of Countryside

The Northern Trust Company

U.S. Bank, N.A.

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositaries for City of Chicago and Chicago Board of Education monies for Fiscal Year 2007 and the Treasurer of the City of Chicago may deposit monies received by her in any of these institutions in accordance with Chapter 2, Sections 2-32-470, 2-32-480 and 2-32-490 of the Code.

SECTION 3. 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 of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective from and after its passage.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MS. DARCEL A. BEAVERS AS ALDERMAN OF SEVENTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering a communication from the Office of the Mayor recommending the appointment of Darcel A. Beavers as Alderman of the 7th Ward (Mayor), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Pope, L. Thomas, Rugai, Burnett, E. Smith, Carothers, Suarez, Austin and Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Darcel Beavers as Alderman of the 7th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 41.

Nays -- None.

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

At this point in the proceedings, Alderman Stone, Vice Mayor, invited Ms. Darcel A. Beavers to the Clerk's rostrum. The Honorable Scott Neville, Jr., Judge of the Illinois Appellate Court, thereupon administered the oath of office to Ms. Darcel Beavers as newly appointed Alderman of the 7th Ward.

Vice Mayor Stone then instructed the Sergeant-At-Arms to escort Alderman Beavers to her City Council seat.

Alderman Beavers then addressed the City Council and assembled guests, conveying her appreciation to Mayor Richard M. Daley and the members of the City Council for their confidence in and support of her appointment as Alderman of the 7th Ward. Alderman Beavers also acknowledged her father, The Honorable William M. Beavers, 4th District Commissioner of the Cook County Board, and the members of her family for their love and guidance. Declaring her pride and enthusiasm to serve the residents of the 7th Ward and the people of Chicago, Alderman Beavers again thanked Mayor Daley and the members of the City Council for the honor accorded her and was warmly applauded by the City Council and assembled guests.

The oath of office of The Honorable Darcel A. Beavers, Alderman of the 7th Ward, was *Placed on File* in the Office of the City Clerk.

APPOINTMENT OF MS. MICHELLE A. HARRIS
AS ALDERMAN OF EIGHTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering a communication from the Office of the Mayor recommending the appointment of Michelle A. Harris as Alderman of the 8th Ward (Mayor), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Rugai, Burnett, Carothers, Suarez, Austin and Natarus the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Michelle A. Harris as Alderman of the 8th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 43.

Nays -- None.

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

At this point in the proceedings, Alderman Stone, Vice Mayor, invited Ms. Michelle A. Harris to the Clerk's rostrum. The Honorable Gay-Lloyd Lott, Judge of the Circuit Court of Cook County, thereupon administered the oath of office to Ms. Michelle A. Harris as newly appointed Alderman of the 8th Ward.

Vice Mayor Stone then instructed the Sergeant-At-Arms to escort Alderman Harris to her City Council seat.

Alderman Harris then addressed the members of the City Council and assembled guests, expressing her appreciation to Mayor Richard M. Daley and the members of the City Council for the opportunity to serve the residents of the 8th Ward and the people of Chicago and expressed her personal thanks to Cook County Board President Todd Stroger and the members of the 8th Ward Regular Democratic Organization for their support. Declaring that she would work tirelessly to administer the responsibilities of the office of Alderman of the 8th Ward, Alderman Harris again thanked Mayor Daley and the members of the City Council for the honor accorded her and was warmly applauded by the City Council and assembled guests.

The oath of office of The Honorable Michelle A. Harris, Alderman of the 8th Ward, was *Placed on File* in the Office of the City Clerk.

APPOINTMENT OF MS. LONA LANE AS ALDERMAN OF EIGHTEENTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering a communication from the Office of the Mayor recommending the appointment of Lona Lane as Alderman of the 18th Ward (Mayor), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

On motion of Alderman Burke, seconded by Aldermen Preckwinkle, Hairston, Rugai, Ocasio, Carothers, Suarez Austin and Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Lona Lane as Alderman of the 18th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 41.

Nays -- None.

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

At this point in the proceedings, Alderman Stone, Vice Mayor, invited Ms. Lona Lane to the Clerk's rostrum. The Honorable Thomas W. Murphy, Judge of the Circuit Court of Cook County, thereupon administered the oath of office to Ms. Lona Lane as newly appointed Alderman of the 18th Ward.

Vice Mayor Stone then instructed the Sergeant-At-Arms to escort Alderman Lane to her City Council seat.

Alderman Lane then addressed the members of the City Council and assembled guests, expressing her appreciation to Mayor Richard M. Daley and the members of the City Council on her appointment. Acknowledging the guidance of family and friends, Alderman Lane also expressed appreciation to Justice Murphy and the residents of the 18th Ward for their unwavering support and assistance. Pledging to serve the constituents of the 18th Ward and the people of Chicago to the best of her ability, Alderman Lane again thanked the Mayor Daley and the City Council for their support and received a round of applause from the City Council and assembled guests.

The oath of office of The Honorable Lona Lane, Alderman of the 18th Ward, was *Placed on File* in the Office of the City Clerk.

CORRECTIONS OF *JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF CHICAGO.*

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering an ordinance (PO2006-7976) correcting page 84385 from the *Journal of the Proceedings of the City Council of the City of Chicago* from September 13, 2006, correcting the ward number from 36th Ward to 46th Ward (Alderman Natarus), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body do *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, September 13, 2006, Committee on Traffic Control and Safety recommended report-out, the item from page 84385, the 22nd line from the top of the page as follows:

"Residential Permit Parking Zone Number 1303 for the 900 block of West Belle Plaine Avenue -- 6:00 P.M. to 6:00 A.M. -- all days (36th Ward)"

should read:

"(46th Ward)"

SECTION 2. This ordinance shall be in effect upon its passage and publication.

CERTIFICATION TO BOARD OF ELECTION COMMISSIONERS OF ADVISORY REFERENDUM QUESTION IN FORTY-NINTH WARD FOR FEBRUARY 27, 2007 ELECTION BALLOT CONCERNING LIVING WAGE REQUIREMENTS AND BENEFITS FOR LARGE RETAIL ESTABLISHMENT.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering a resolution (PR2006-119) certifying to the Chicago Board of Election Commissioners an advisory referendum in the 49th Ward concerning a living wage requirement for large retail establishments for the Consolidated Primary Election to be held on February 27, 2007 (Moore), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body do *Adopt* the resolution transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Under Illinois law, the City Council of the City of Chicago may by ordinance or resolution initiate an advisory referendum on questions of public policy (10 ILCS 5/28-6(b), 65 ILCS 53.1-40-60); and

WHEREAS, These questions may be submitted to the voters of all precincts within a given ward; now, therefore,

Be It Resolved, That pursuant to Section 28-6 of the Illinois Elections 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 question is certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts within the 49th Ward of the City of Chicago at the regularly scheduled election next occurring after passage of this resolution:

Shall the Chicago City Council enact a Living Wage Ordinance that requires all retail establishments in Chicago greater than 90,000 square

feet in size and having annual gross revenues in excess of $1 Billion, to pay a minimum "living wage" of at least $10.00 an hour plus $3.00 an hour towards employee benefits?

☐ Yes ☐ No

; and

Be It Further Resolved, That a copy of this resolution be filed with the Chicago Board of Election Commissioners.

Action Deferred -- CERTIFICATION TO CHICAGO BOARD OF ELECTION COMMISSIONERS OF CITYWIDE ADVISORY REFERENDUM QUESTION FOR FEBRUARY 27, 2007 ELECTION BALLOT CONCERNING LIVING WAGE REQUIREMENTS AND BENEFITS FOR LARGE RETAILERS.

The Committee on Committees, Rules and Ethics submitted the following report which was, on motion of Alderman O'Connor and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 13, 2006 for the purpose of considering a resolution (PR2006-91) certifying to the Chicago Board of Election Commissioners an advisory referendum for all the precincts of the City of Chicago concerning a living wage requirement and benefits for retail establishments having annual gross revenues in excess of $1 Billion for the Consolidated Primary Election to be held on February 27, 2007 (Lyle and Moore and various Aldermen), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body do adopt the resolution transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Under State Law, the City Council may by ordinance or resolution initiate an advisory referendum on questions of public policy (10 ILCS 5/28-6(b), 65 ILCS 53.1- 40-60); and

WHEREAS, These questions may be submitted to the voters of all precincts within the City of Chicago; now, therefore,

Be It Resolved, 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 question is certified to the Chicago Board of Election Commissioners for submission to the voters of all precincts of the City of Chicago at the Consolidated Primary Election to be held on February 27, 2007:

Shall the Chicago City Council enact a Living Wage Ordinance, requiring retail establishments in Chicago having annual gross revenues in excess of $1 Billion, to pay a minimum "living-wage" of at least $10.00 per hour plus $3.00 per hour towards employee benefits by July 1, 2010?

☐ Yes ☐ No

; and

Be It Further Resolved, That a copy of this resolution be filed with the Chicago Board of Election Commissioners.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CHICAGO POLICE OFFICER DANIEL J. MARKUS HONORED FOR HEROIC ACTIONS.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Officer Daniel J. Markus of the Chicago Police Department on his exemplary conduct during the events of October 16, 2006.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In the early evening of October 16, 2006, Chicago Police Officer Daniel J. Markus (Star Number 14035) of the 12th District was off duty, leaving school at Roosevelt University in the South Loop, when he heard the chilling sound of a woman screaming in terror; and

WHEREAS, Looking down the street on this rainy evening, Officer Markus saw a man attacking two women and grabbing the purse of one of the victims; and

WHEREAS, Officer Markus was appalled to see the man knock one of the women to the ground with her purse, then punch the second woman in the face with his fist, knocking her to the ground also; and

WHEREAS, Lacking a radio to call for backup, and wearing no body armor, Officer Markus ran towards the altercation and announced his office, without giving a second thought to his own safety; and

WHEREAS, The man fled with the purse, with Officer Markus in hot pursuit; and

WHEREAS, Running with all his strength through the pouring rain, Officer Markus drew near to the assailant, then caught and tackled him; and

WHEREAS, Wrestling the assailant to the pavement, Officer Markus restrained him until he could be taken into custody, all while the offender was reaching for an object in his waistband; and

WHEREAS, Recovered from the robber's waistband was a bloodstained metal rod, and an investigation revealed that earlier that evening, before Officer Markus happened on the scene, the man had tried to rob a seventy-six year old man of his wallet, beating him with his fists and stabbing him in the face and neck with the metal rod; and

WHEREAS, The offender, a convicted felon, has been charged with robbery, aggravated battery on a public way, attempted armed robbery, armed violence, and aggravated battery of a senior citizen; and

WHEREAS, Officer Markus is to be commended for his courage and initiative in taking a vicious criminal off the streets and recovering a victim's purse; and

WHEREAS, Officer Markus, who is pursuing a Masters Degree in Public Administration, displayed the capability, courage, and quick thinking that exemplify the members of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby

congratulate Officer Daniel J. Markus of the Chicago Police Department on his courageous and effective police work; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Markus, and placed on permanent record in his personnel file, as a token of our esteem.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, Alderman Stone, Vice Mayor, rose and on behalf of the people of Chicago, extended appreciation to off-duty Police Officer Daniel J. Markus for his heroic and selfless actions in subduing a violent offender. Lauding Officer Markus for his bravery and willingness to become involved, Alderman Stone declared such actions as representative of the members of the Police Department who have dedicated themselves to the service and protection of all Chicagoans. After calling the City Council's attention to the presence in the visitors' gallery of the family of Officer Markus, together with Assistant State's Attorney Sherry Dedore and Police Captain Gerard Carroll, Alderman Stone invited Police Officer Daniel J. Markus to the Mayor's rostrum where he conveyed his personal thanks and presented him with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF CHICAGO FIRE DEPARTMENT AMBULANCE COMPANY 4 AND ENGINE COMPANY 28 HONORED FOR HEROIC LIFE-SAVING RESCUE.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Lieutenant Robert Markham, Engineer Fernando De Avila, Firefighter/ Emergency Medical Technicians James Gallagher, Dwayne Greer and Abel Rivera, Ambulance Commander Jon Friedman and Fire Paramedic Lon Cogley of the Chicago Fire Department and their exemplary conduct during the events of November 11, 2006.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the early morning of November 11, 2006, Ambulance Company 4 and Engine Company 28 of the Chicago Fire Department responded to a report of a medical emergency in the 2600 block of South Lowe Avenue; and

WHEREAS, Upon arriving at the scene, Lieutenant Robert Markham, Engineer Fernando De Avila, Firefighter/Emergency Medical Technician James Gallagher, Firefighter/Emergency Medical Technician Dwayne Greer and Firefighter/ Emergency Medical Technician Abel Rivera of Engine Company 28 noticed a man collapsed at the bottom of a stairwell; and

WHEREAS, The urgency of the situation heightened when the firefighters learned that the man was in full cardiac arrest; and

WHEREAS, The firefighters immediately began cardiopulmonary resuscitation, and hooked up the patient to their automatic external defibrillator, and the machine indicated that the patient had developed a lethal heart rate and rhythm; and

WHEREAS, In order to bring the man's heart into a normal rhythm and save his life, an immediate defibrillation was required; and

WHEREAS, After administering defibrillations, the firefighters assessed the patient's condition, and saw that his pulse had returned and that he was breathing without assistance; and

WHEREAS, While the firefighters were assisting the patient, Ambulance Commander Jon Friedman and Fire Paramedic Lon Cogley of Ambulance Company 4 were overseeing and contributing to the life-saving medical efforts of the firefighters; and

WHEREAS, As the still unconscious patient was transported to the hospital, the ambulance crew continued to administer advanced life support treatment; and

WHEREAS, When the patient arrived at the hospital, his condition remained stable, proving the reliability of the fire department's emergency response system, and the remarkable and unrelenting efforts of these firefighters and ambulance crew; and

WHEREAS, The patient, a retired Chicago police officer, survived this ordeal only because of the quick reactions, impeccable teamwork and exceptional professional care that these firefighters and ambulance crew provided; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby honor Lieutenant Robert Markham, Engineer Fernando De Avila, Firefighter/Emergency Medical Technician James Gallagher, Firefighter/Emergency Medical Technician Dwayne Greer, Firefighter/Emergency Medical Technician Abel Rivera, Ambulance Commander Jon Friedman and Fire Paramedic Lon Cogley for performing their duties in the highest tradition of the Chicago Fire Department, and for their dedication and outstanding efforts; and

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

On motion of Alderman Burke, seconded by Aldermen Balcer, Cárdenas, Zalewski, Carothers, Allen, O'Connor and Levar, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, Alderman Stone, Vice Mayor, rose and on behalf of the people of Chicago, extended appreciation to the Commander Jon Friedman and the members of Ambulance Company 4 and Engine Company 28 for their heroic, lifesaving rescue. Lauding the training, decline and teamwork with which the honorees effected their rescue, Alderman Stone noted the many lives saved by the city's firefighters and paramedics each and every day and expressed his thanks for their service to the people of Chicago. After calling the City Council's attention to the presence in the visitors' gallery of the families and friends of the honorees, Alderman Stone invited the honorees to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO SAINT RITA HIGH SCHOOL VARSITY FOOTBALL TEAM ON WINNING 2006 CLASS 7A STATE CHAMPIONSHIP.

Alderman Rugai moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of and action upon a proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, Saint Rita High School became the 2006 Class 7A state champions at the University of Illinois in Urbana-Champaign game against a tough Lake Zurich team; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Virginia A. Rugai; and

WHEREAS, The championship for the Mustangs (13-1) came twenty-eight years to the day Saint Rita captured its first state title for football; and

WHEREAS, The 2006 varsity football team drove to victory under the leadership of Todd Kuska, Head Coach, Ray Bugal, Lance Kenzinger, Bill Lynch, John Nee, Terry Quinn, Dan Schaller, J.J. Standring and Joe Urchak, Assistant Coaches; and

WHEREAS, Outscoring Lake Zurich 21-7 in the first quarter, Saint Rita wasted little time assuming control of the contest; and

WHEREAS, After the high-scoring first quarter, the teams mostly battled for field position in the second period; and

WHEREAS, A two yard touchdown run up the middle helped to put the Saint Rita Mustangs up 28-7 with 9:13 left in the third quarter; and

WHEREAS, Lake Zurich cut the deficit to 28-21 with just 9:16 remaining in the game, when Saint Rita drove 65 yards in 11 plays, setting the final score at 35-21; and

WHEREAS, Some other great moments in Saint Rita football history include the 1971 Prep Bowl championship team, which the *Sun-Times* rated the greatest high school team of all time; the Prep Bowl championship in 1970; and the 1963 season, when the team went undefeated and was ranked Number 1 in the nation; and

WHEREAS, Saint Rita's Football slogan "our goal is not simply to have a great season, but rather develop a great person" is a motto that speaks volumes of Saint Rita School desire that their students experience fulfillment and success based on their personal ability and interest, truth, honesty, integrity, moderation, responsibility, self-discipline, self-worth and a desire to serve society as the prime goals for the students; and

WHEREAS, The 2006 Saint Rita High School "Mustangs" varsity football team are Matthew Carney, DeOnte Hood, Ralph Gliwiak, Darieon Hood, Clifford Moore, Steven Byrne, John Sullivan, Daniel Jilek, Sean Estand, Peter Balsam, Brendan O'Dwyer, Michael Riordan, Jason Kafka, Earnest Green, Kyle Donahue, Stephen Atkinson, Stephen Flaherty, Kevin Cornfield, Antwan Love, Daniel Schumacher, D'Marcus Dullen, Robert O'Connell, Randall Shannon, William O'Brien, Steven McGowan, Abel Villarreal, John Rowan, Mark Omastiak, Nicholas Oboikovitz, Alan Ross, Christopher Kocanda, Matthew Lostroscio, John Crotty, Brian Popek, Jerome Ward, Kenneth Stoklosa, Matthew Murphy, Sean Leslie, John O'Connor, James Fitzgibbon, James Sojka, Timothy Arundel, Thomas Harney III, Sean Halloran, Rashad Spells, Thomas Chladek, Vincent Harrison, Thomas Bukowski, Luke Knibbs, Mozar Jerome, Michael Mullen, Sean Gleason, William Slawson, Patrick O'Malley, Daniel Patrick, Jason Kazlauskas, Edward Carone, Louis Wojnicki, Edward Streit, Matthew Conrath, Hakeem McGill, Jamie Lick, Mitchell Broderick, Kevin Galeher, Daniel Smith, Marques Reed, Taylor Osborn, Melvin Shaw, Daniel Platt, Drew McGowan, Matthew Quinn, Rigoberto Gomez Jr., Michael Nolen, Darius Fleming, Michael Altman, Alfonso Castillo, Terence Peter, Ryan Bischoff and Elkin Smith III; and

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this thirteenth day of December, 2006, do hereby pay tribute to the coaches, team members, students, alumni and administrators of Saint Rita High School for attaining the status of Class 7A State Champions for the year 2006; and

Be It Further Resolved, That a suitable copy of this resolution is presented to Principal Father Thomas McCarthy and the students of Saint Rita High School.

On motion of Alderman Rugai, seconded by Aldermen Pope, Lane, E. Smith and Tunney, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Rules Suspended -- CONGRATULATIONS EXTENDED TO BROTHER RICE HIGH SCHOOL VARSITY FOOTBALL TEAM ON WINNING 2006 CITY OF CHICAGO PREP BOWL CHAMPIONSHIP.

Alderman Rugai moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of and action upon a proposed congratulatory resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, Brother Rice High School became the 2006 City of Chicago Prep Bowl champions at the game held at Soldier Field for their second Prep Bowl triumph in the last three seasons against a tough Hubbard team; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Virginia A. Rugai; and

WHEREAS, The 2006 varsity football team drove to victory under the leadership of Steve Nye, Head Coach, Randy Bolin, Bill Green, Randy Johnson, Kevin Eickmann, Brian Hunt and Brian Wales, Assistant Coaches and Mike Minervini, Statistician; and

WHEREAS, The Crusaders opened a 17-0 halftime lead, first scoring on a two-yard run in the first quarter to cap a ten-play, sixty-six yard drive, and they scored again on a twelve-yard touchdown pass, closing out the half with a twenty-two-yard field goal and limiting the Hubbard Greyhounds to ninety-three yards of offense over the first two quarters; and

WHEREAS, Brother Rice pushed the lead to 24-0 by a second touchdown pass, a thirty-five yard strike, Hubbard scored midway through the third quarter, with a thirty-three yard touchdown pass, cutting the lead to 24-6, after an interception led to a nine-play scoring drive and Brother Rice's lead was cut to 24-14, a scoreless fourth quarter led to the victory; and

WHEREAS, Athletic success has always been part of its history at Brother Rice High School. The varsity football team marked its first win in the third game of its very first season with a 12-6 win before Brother Rice had a senior class. Crusader teams have won an astonishing one hundred seventeen league titles, sixteen state championships (with a particular dominance in water polo), and numerous regional and sectional titles; and

WHEREAS, Brother Rice High School was named one of the best secondary schools in the nation for the second year in a row and Brother Rice was the only Catholic high school named this year in the Chicago area; and

WHEREAS, The members of the 2006 Brother Rice varsity football team are Brendan Sheehy, Pat Garrity, Pat Gray, Matt Stahl, T.J. Hollowed, Jon Hollowed, John Ingersoll, Pat Coughlin, Kevin Murphy, Neil Sullivan, Bob Dempster, Tom Usher, Dan Cusack, Kevin Gerk, J.J. Marren, Mike Cuddy, Steve Wesselhoff, Tom Gibson, Jeremy Rhodes, Rick Regalado, Sean Seroka, Kevin Donahue, Justin Maxwell, Tom Couglin, Doug Schumacher, Scott Heisterman, Tim Martin, Justin Smith, Joe Bush, Jim McQuillan, Pat Buckley, Julian Lazzara, Tom Grant, Blake Bochnak, Jack Philbin, Patrick Rosner, Dave Otto, Sean Bresnahan, Kevin Krillic, Marty Deskovich, Dan Oreske, Frank Renardo, Joe Biszewski, Kendall Peoples, Jack Ruddy, Matt Lydon, Matt Malyszka, Kevin Cozzolino, Mike Hollowed, Dan Ward, Josh Rowell, Kevin Konrath, Brandon Parker, Todd Rosselli, Dave Keane, Bill Windle, Kevin Callahan, Marty Heil, John Curtin, John Hall, Anthony Malopsy, Miles Maftean, Matt Walsh, Dan Robinson, Andrew Grzywna, Matt Pufunt, Luke Reitsma, Kevin Zwickl, Kevin Murry and Joseph McCudden; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby pay tribute to the coaches, team members, students, alumni and administrators of Brother Rice High School for winning the seventy-third annual Prep Bowl showdown for the year 2006; and

Be It Further Resolved, That a suitable copy of this resolution be presented to President Brother Karl Walczak, Principal James Antos and the students of Brother Rice High School.

On motion of Alderman Rugai, seconded by Aldermen Pope, Lane, E. Smith and Tunney, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF MS. BELLA M. FOLLOSO, MR. JONAS A. MIGLINAS AND MS. ESTELLE M. SEALS AS MEMBERS OF MARQUETTE PARK COMMISSION (SPECIAL SERVICE AREA NUMBER 14).

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Bella M. Folloso, Jonas A. Miglinas and Estelle M. Seals as members of the Marquette Park Commission,

Special Service Area Number 14, to terms effective immediately and expiring January 11, 2010.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. FRANKLYN J. OFOMA AND MS. JANINA RUPELKA AS MEMBERS OF MARQUETTE PARK COMMISSION (SPECIAL SERVICE AREA NUMBER 14).

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Franklyn J. Ofoma and Janina Rupelka as members of the Marquette Park Commission, Special Service Area Number 14, to terms effective immediately and expiring January 11, 2009.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOSEPH M. HALL AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NUMBER 33).

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Joseph M. Hall as a member of the Wicker Park and Bucktown Commission, Special Service Area Number 33, to a term effective immediately and expiring September 13, 2007.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. SAM SANCHEZ AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NUMBER 35).

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Sam Sanchez as a member of the Lincoln Avenue Commission, Special Service Area Number 35, to a term effective immediately and expiring July 26, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. LUIS COLLADO AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Luis Collado as a member of the

Community Development Commission to a term effective immediately and expiring February 26, 2011, to succeed Cesar A. Santoy, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. HUSSEIN M. AFFEY, MR. BINDI J. DESAI-LESSING AND DR. BASSAM F. MATAR AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON IMMIGRANT AND REFUGEE AFFAIRS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Hussein M. Affey, Bindi J. Desai-Lessing and Dr. Bassam F. Matar as members of the Commission on Human

Relations Advisory Council on Immigrant and Refugee Affairs, to terms effective immediately and expiring on July 1, 2009.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. DALE T. ASIS AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON IMMIGRANT AND REFUGEE AFFAIRS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Dale T. Asis as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs, to a term effective immediately and expiring on July 1, 2008.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. MARK A. RODRIGUEZ AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON IMMIGRANT AND REFUGEE AFFAIRS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Mark A. Rodriguez as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs, to a term effective immediately and expiring July 1, 2009, to succeed Maricela Garcia, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF LOW-INCOME HOUSING TRUST FUND BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication

which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Malcolm Bush, Michael M. Chioros, Douglas C. Dobmeyer, Dana R. Levenson, John G. Markowski, Thomas J. McNulty and Rodrigo A. Sierra as members of the Low-Income Housing Trust Fund Board to terms effective immediately and expiring December 31, 2008.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. DORIS B. HOLLEB AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Doris B. Holleb as a member the of Chicago Plan Commission to a term effective immediately and expiring January 25, 2010.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. AMRISH K. MAHAJAN AND MR. JOHN H. NELSON AS MEMBERS OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Amrish K. Mahajan and John H. Nelson as members of the Chicago Plan Commission to terms effective immediately and expiring January 25, 2009.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. NANCY A. PACHER AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Nancy A. Pacher as a member of the Chicago Plan Commission to a term effective January 26, 2007 and expiring January 25, 2012.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF D. LYNEIR RICHARDSON AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed D. Lyneir Richardson as a member of the Chicago Plan Commission to a term effective immediately and expiring January 25, 2010, to succeed Peter C. B. Bynoe, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. LINDA A. SEARL AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Linda A. Searl as a member of the Chicago Plan Commission to a term effective immediately and expiring January 25, 2011.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. GRACIA MARIA SHIFFRIN AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Gracia Maria Shiffrin as a member of the Chicago Plan Commission to a term effective immediately and expiring January 25, 2009, to succeed Rodrigo D'Escoto, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DAVID WEINSTEIN AS MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2006.

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

LADIES AND GENTLEMEN -- I have appointed David Weinstein as a member of the Chicago Plan Commission to a term effective immediately and expiring January 25, 2011, to succeed Allison S. Davis, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF COLLATERALIZED SINGLE-FAMILY MORTGAGE REVENUE BONDS, SERIES 2007.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 single-family mortgage revenue bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2007 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT AWARDS FOR DEPARTMENT ON AGING AND DEPARTMENT OF POLICE.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR RESTRUCTURING OF LOAN AGREEMENT WITH LPSS LIMITED PARTNERSHIP FOR REHABILITATION OF PROPERTY AT 4631 -- 4637 SOUTH LAKE PARK AVENUE.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 an amendment to a loan agreement with LPSS L.P. regarding property located at 4631 -- 4637 South Lake Park Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508 AND PUBLIC BUILDING COMMISSION OF CHICAGO AND AMENDMENT OF 2002 GENERAL COMMERCIAL PAPER ORDINANCE.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with City Colleges of Chicago and the Public Building Commission and amending the terms of a 2002 general obligation commercial paper ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH COUNTY OF DUPAGE WATER COMMISSION FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF ELECTRICAL GENERATION FACILITIES AND OTHER CAPITAL IMPROVEMENTS AT LEXINGTON PUMPING STATION.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the DuPage Water Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF NORTH CENTER ASSOCIATES L.L.C. AS PROJECT DEVELOPER, AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND PAYMENT OF CERTAIN INCREMENT TAXES FOR CONSTRUCTION OF CONDOMINIUM BUILDING AT 2335 WEST BELLE PLAINE AVENUE.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 North Center Associates L.L.C. regarding property located at 2335 West Belle Plaine Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF INSTITUTE OF PUERTO RICAN ARTS AND CULTURE CENTER AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR REHABILITATION OF PROPERTY WITHIN DIVISION/HOMAN REDEVELOPMENT PROJECT AREA.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with the Puerto Rican Arts and Culture Center regarding property located at 3015 West Division Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF THEUS PROPERTY HOLDINGS L.L.C. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT, ISSUANCE OF CITY NOTE AND PAYMENT OF CERTAIN INCREMENTAL TAXES FOR REHABILITATION OF PROPERTY AT 4703 -- 4717 NORTH BROADWAY.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 Theus Property Holdings L.L.C. regarding property located at 4703 -- 4717 North Broadway.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENT WITH CSX TRANSPORTATION COMPANY, INC. FOR REPLACEMENT OF SEWER LINE AT WEST 101ST STREET AND SOUTH TALMAN AVENUE.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of a license agreement with CSX regarding a sewer main replacement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TERMINATION AND RELEASE OF EASEMENT AGREEMENT AT 136 --146 NORTH PARKSIDE AVENUE FOR BENEFIT OF CHICAGO HOUSING AUTHORITY.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the release of a water main easement to the Chicago Housing Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED EXECUTION OF REDEVELOPMENT AGREEMENT WITH ST. BERNARD HOUSING DEVELOPMENT CORPORATION BY CONVEYANCE OF ADDITIONAL PROPERTY AT 6445 -- 6447 SOUTH HARVARD AVENUE UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 amending a land sale agreement with St. Bernard Housing Development Corp. regarding property located at 6447 South Harvard Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REPEAL OF PRIOR ORDINANCES WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTIES AT 3934 WEST GRENSHAW STREET AND 5349 -- 5351 SOUTH HALSTED STREET.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 repeal of previously authorized land sales.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 4615 -- 4619 WEST HOMER STREET FOR DEPARTMENT OF STREETS AND SANITATION.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing negotiations to purchase property located at 4615 -- 4619 West Homer Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF VARIOUS PROPERTIES FOR BENEFIT OF 79TH STREET CORRIDOR AND NEAR SOUTH TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA PLANS.

The Honorable Richard M. Daley, 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

December 13, 2006.

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 acquisition of property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENTS AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, 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

December 13, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable Miguel del Valle, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- RESIGNATION OF HONORABLE WILLIAM M. BEAVERS AS ALDERMAN OF SEVENTH WARD.

A communication from The Honorable William M. Beavers, under the date of November 17, 2006, transmitting notification of his resignation as Alderman of the 7th Ward, effective November 30, 2006, which was *Placed on File.*

Placed On File -- RESIGNATION OF HONORABLE TODD H. STROGER AS ALDERMAN OF EIGHTH WARD.

A communication from The Honorable Todd H. Stroger, under the date of November 28, 2006, transmitting notification of his resignation as Alderman of the 8th Ward, effective December 3, 2006, which was *Placed on File.*

Placed On File -- RESIGNATION OF HONORABLE THOMAS W. MURPHY AS ALDERMAN OF EIGHTEENTH WARD.

A communication from The Honorable Thomas W. Murphy, under the date of November 30, 2006, transmitting notification of his resignation as Alderman of the 18th Ward, effective December 3, 2006, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MR. RICHARD MC DONOUGH AS TRUSTEE OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

The oath of office of Mr. Richard McDonough as Trustee of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MS. STEPHANIE D. NEELY AS MEMBER OF MUNICIPAL EMPLOYEES ANNUITY AND PENSION BOARD FUND OF CHICAGO.

The oath of office of Ms. Stephanie D. Neely as a member of the Municipal Employees Annuity and Pension Board fund of Chicago, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MS. STEPHANIE D. NEELY AS TRUSTEE OF FIREMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

The oath of office of Ms. Stephanie D. Neely as Trustee of the Firemen's Annuity and Benefit Fund of the City of Chicago, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MS. STEPHANIE D. NEELY AS TRUSTEE OF LABORERS' AND RETIREMENT BOARD EMPLOYEES BENEFIT AND ANNUITY FUND OF CHICAGO.

The oath of office of Ms. Stephanie D. Neely as Trustee of the Laborers' and Retirement Board Employees Benefit and Annuity Fund of Chicago, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MR. MICHAEL J. SHANAHAN AS TRUSTEE OF FIREMEN'S BENEFIT AND ANNUITY FUND OF CHICAGO.

The oath of office of Mr. Michael J. Shanahan as Trustee of the Firemen's Benefit and Annuity Fund of Chicago, which was *Placed on File.*

Placed On File -- NOTIFICATION AS TO DESIGNATION OF MR. FERHAN HAMID AS PROXY TO AFFIX SIGNATURE OF CITY COMPTROLLER TO DOCUMENTS, AGREEMENTS OR WRITTEN INSTRUMENTS FOR PERIOD EXTENDING NOVEMBER 22, 2006 CONTINUING THROUGH NOVEMBER 26, 2006.

A communication from Mr. Steven J. Lux, City Comptroller, filed in the Office of the City Clerk on November 21, 2006, designating Mr. Ferhan Hamid, Deputy City

Comptroller, as his proxy to affix the signature of the City Comptroller to any document, agreement, or other written instrument required to be signed by the City Comptroller for the period extending November 22, 2006 and continuing through November 26, 2006, which was *Placed on File.*

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER CONCERNING ISSUANCE OF CITY OF CHICAGO SECOND LIEN WASTEWATER TRANSMISSION REVENUE BONDS, SERIES 2006A AND 2006B.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, filed in the Office of the City Clerk on November 21, 2006, transmitting a Determination Certificate, together with the Trust Indenture, the Escrow Deposit Agreement and the Official Statement concerning the issuance and sale of City of Chicago Second Lien Wastewater Transmission Revenue Bonds, Series 2006A and 2006B, which was *Placed on File.*

Placed On File -- PROPOSED ADDISON SOUTH TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

A communication from Mr. Keith A. May, Assistant Corporation Counsel, under the date of December 1, 2006, transmitting the proposed Addison South Tax Increment Financing Redevelopment Plan and Project for the Addison South Redevelopment Project Area, which was *Placed on File.*

Placed On File -- PROPOSED STEVENSON/BRIGHTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND ELIGIBILITY STUDY.

A communication from Ms. M. Susan Lopez, Chief Assistant Corporation Counsel, under the date of December 1, 2006, transmitting the proposed Stevenson/Brighton Redevelopment Area Tax Increment Finance District Eligibility Study Redevelopment

Plan and Project for the Stevenson/Brighton Redevelopment Project Area, which was *Placed on File.*

Placed On File -- APPROVAL BY FEDERAL AVIATION ADMINISTRATION OF APPLICATIONS CONCERNING PASSENGER FACILITY CHARGE PROGRAM AT CHICAGO MIDWAY AND O'HARE INTERNATIONAL AIRPORTS.

A communication from Mr. Daryl McNabb, Department of Aviation, under the date of November 20, 2006, transmitting approval by the Federal Aviation Administration of applications concerning the Passenger Facility Charge Program at the Chicago Midway and O'Hare International Airports, which was *Placed on File.*

Placed On File -- AGREEMENTS WITH UNION PACIFIC RAILROAD COMPANY CONCERNING ROADWAY AND GRADE CROSSING IMPROVEMENTS IN CONNECTION WITH O'HARE MODERNIZATION PROGRAM.

A communication from Ms. Jamie L. Rhee, General Counsel, O'Hare Modernization Program, under the date of November 30, 2006, transmitting the following agreements with Union Pacific Railroad Company: Temporary Haul Road Grade Crossing (Berm 4) Agreement, Improvements to Existing Public Road at Grade Crossing for West Division Street Agreement and Confidentiality Agreement with O'Hare Modernization Program, which was *Placed on File.*

Placed On File -- LETTER OF AGREEMENT WITH AMERICAN AIRLINES, INC. CONCERNING SOUTH AIRFIELD LIGHTING CONTROL VAULT RELOCATION PROJECT AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Ms. Jamie L. Rhee, General Counsel, O'Hare Modernization Program, under the date of November 30, 2006, transmitting a Letter of Agreement

with American Airlines, Inc. concerning the South Airfield Lighting Control Vault Relocation Project, which was *Placed on File.*

Placed on File -- NOTIFICATION OF COMPLETION OF ILLINOIS DEPARTMENT OF TRANSPORTATION STREET IMPROVEMENT PROJECT ON PORTIONS OF NORTH MC CORMICK BOULEVARD.

A communication from Mr. Roger L. Driskell, P.E., Engineer of Construction, Illinois Department of Transportation, under the date of November 21, 2006, transmitting the Illinois Department of Transportation notification concerning the completion of street improvements on portions of North McCormick Boulevard, from U.S. Route 41 (Lincoln Avenue) to West Devon Avenue and from West Devon Avenue to West Golf Road in Chicago and Lincolnwood, which was *Placed on File.*

Placed on File -- CITY COMPTROLLER'S QUARTERLY REPORT FOR PERIOD ENDING SEPTEMBER 30, 2006.

The following documents received in the Office of the City Clerk from Mr. Steven J. Lux, City Comptroller, were *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for three months ending September 30, 2006;

Statement of Funded Debt as of September 30, 2006; and

City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 2006.

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 November 15, 2006 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 December 12, 2006 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 November 15, 2006, 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 PAMPHLETS.

Authorization For Imposition Of Tax Levy And Approval Of 2007 Budget For Special Service Area Number 10.

The City Clerk informed the City Council that an ordinance authorizing the imposition of a tax levy and approval of a year 2007 budget for Special Service Area Number 10, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Reestablishment Of Special Service Area Number 14, Imposition Of Tax Levy, Approval Of 2007 Budget And Execution Of Service Provider Agreement.

The City Clerk informed the City Council that an ordinance authorizing the reestablishment of Special Service Area Number 14, imposition of a tax levy, approval of a year 2007 budget and execution of a service provider agreement for Special Service Area Number 14, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Reestablishment Of Special Service Area Number 16, Imposition Of Tax Levy, Approval Of 2007 Budget And Execution Of Service Provider Agreement.

The City Clerk informed the City Council that an ordinance authorizing the reestablishment of Special Service Area Number 16, imposition of a tax levy, approval of a year 2007 budget and execution of a service provider agreement for Special Service Area Number 16, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Imposition Of Tax Levy And Approval Of 2007 Budget For Special Service Area Number 31.

The City Clerk informed the City Council that an ordinance authorizing the imposition of a tax levy and approval of a year 2007 budget for Special Service Area Number 31, which was passed by the City Council on November 15, 2006 and which was requested to be published in a pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Imposition Of Tax Levy And Approval Of 2007 Budget For Special Service Area Number 38.

The City Clerk informed the City Council that an ordinance authorizing the imposition of a tax levy and approval of a year 2007 budget for Special Service Area Number 38, which was passed by the City Council on November 15, 2006 and which was requested to be published in a pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Establishment Of Special Service Area Number 40, Imposition Of Tax Levy, Approval Of 2007 Budget And Execution Of Service Provider Agreement.

The City Clerk informed the City Council that an ordinance authorizing the establishment of Special Service Area Number 40, imposition of a tax levy, approval of a year 2007 budget and execution of a service provider agreement for Special Service Area Number 40, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Establishment Of Special Service Area Number 41, Imposition Of Tax Levy, Approval Of 2007 Budget And Execution Of Service Provider Agreement.

The City Clerk informed the City Council that an ordinance authorizing the establishment of Special Service Area Number 41, imposition of a tax levy, approval of a year 2007 budget and execution of a service provider agreement for Special Service Area Number 41, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

Authorization For Establishment Of Special Service Area Number 42, Imposition Of Tax Levy, Approval Of 2007 Budget And Execution Of Service Provider Agreement.

The City Clerk informed the City Council that an ordinance authorizing the establishment of Special Service Area Number 42, imposition of a tax levy, approval of a year 2007 budget and execution of a service provider agreement for Special Service Area Number 42, which was passed by the City Council on November 15, 2006 and which was requested to be published in pamphlet form, was published in

pamphlet form on November 29, 2006 by being printed in full text in a special pamphlet copy.

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

The City Clerk transmitted communications, reports, et cetera, related 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 duplicate) together with the proposed ordinances for amendments of Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Robert Adolfson, in care of Mr. Mark J. Kupiec -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-H bounded by:

the public alley next north of and parallel to West Crystal Street; a line 191 feet east of and parallel to North Wood Street; West Crystal Street; and a line 168 feet east of and parallel to North Wood Street.

Mr. Richard J. Ash -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 8-H bounded by:

a line 175 feet southwest of and parallel to South Robinson Street; the public alley next southeast of and parallel to South Archer Avenue; a line 200 feet southwest of and parallel to South Robinson Street; and South Archer Avenue.

Mr. Mohammed Babul -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 20-E bounded by:

a line 57.25 feet east of and parallel to South Champlain Avenue; East 79th Street; a line 107.25 feet east of and parallel to South Champlain Avenue; and the alley next south of and parallel to East 79th Street.

Bickerdike Redevelopment Corporation, in care of the Law Offices of Mr. Samuel V.P. Banks -- 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 1-J bounded by:

a line 406 feet north of and parallel to West Franklin Boulevard; North Trumbull Avenue; a line 262 feet north of and parallel to West Franklin Boulevard; and the alley next west of and parallel to North Trumbull Avenue.

Bickerdike Redevelopment Corporation, in care of the Law Offices of Samuel V.P. Banks -- 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 1-J bounded by:

West Huron Street; the alley next east of and parallel to North Sawyer Avenue; a line 124.45 feet south of and parallel to West Huron Street; and North Sawyer Avenue.

Bickerdike Redevelopment Corporation, in care of Mr. Samuel V.P. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-J bounded by:

a line 126 feet north of and parallel to West Ohio Street; a line 66.37 feet east of and parallel to North Drake Avenue; West Ohio Street; and North Drake Avenue.

Mr. J. Michael Brown -- 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 5-H bounded by:

a line 128 feet north of and parallel to West North Avenue; a line 147 feet east of and parallel to North Hoyne Avenue; West North Avenue; and a line 123 feet east of and parallel to North Hoyne Avenue.

C.O.G.I.C. (Church of God in Christ) New Saint Mary -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 2-L bounded by:

the public alley next north of and parallel to West Harrison Street; a line 203.20 feet west of and parallel to South Lockwood Street; West Harrison Street; and a line 265.70 feet west of and parallel to South Lockwood Street.

C.O.G.I.C. (Church of God in Christ) New Saint Mary -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 2-L bounded by:

South Lockwood Avenue; the public alley next north of and parallel to West Harrison Street; a line 32 feet east of South Lockwood Avenue; and West Harrison Street.

Construction Trades Associates, Inc. -- to classify as a B1-5 Neighborhood Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-E bounded by:

a line 95.0 feet south of and parallel to East 45th Street; South Cottage Grove Avenue; a line 193.0 feet south of and parallel to East 45th Street; and the alley next west of and parallel to South Cottage Grove Avenue.

Cottage Grove Development L.L.C. -- to classify as a B1-5 Neighborhood Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-D bounded by:

East 45th Street; the alley next east of and parallel to South Cottage Grove Avenue; a line 298.40 feet south of and parallel to East 45th Street; and South Cottage Grove Avenue.

Cronin-Dekker Holdings L.L.C., in care of Ms. Sylvia C. Michas -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-H bounded by:

the alley next north of and parallel to West Cortland Street; the alley next west of and parallel to North Hoyne Avenue; West Cortland Street; and a line 140.48 feet west of and parallel to North Hoyne Avenue.

Exodus Development Company, Inc. -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-1 Limited

Manufacturing-Business Park District the area shown on Map Number 14-H bounded by:

a line 290 feet north of and parallel to West 59th Street (or the south line of the Pennsylvania Railroad right-of-way); the public alley next east of and parallel to South Wolcott Avene; a line 290 feet north of and parallel to West 59th Street (or the south line of the Pennsylvania Railroad right-of-way); South Honore Street; a line 141 feet north of and parallel to West 59th Street (or the public alley next north of and parallel to west 59th Street); the public alley next west of and parallel to South Honore Street; a line 141 feet north of and parallel to West 59th Street (or the public alley next north of and parallel to West 59th Street); and South Wolcott Avenue.

Mr. Mark Fisher -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M2-2 Light Industry District the area shown on Map Number1-G bounded by:

a line 74.2 feet north of and parallel to West Hubbard Street; the public alley next east of and parallel to North Racine Avenue; West Hubbard Street; and North Racine Avenue.

Ms. Luminita M. Ispas -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-I bounded by:

a line 24 feet south of and parallel to West George Street; the public alley next east of and parallel to North Talman Avenue; a line 72 feet south of and parallel to West George Street; and North Talman Avenue.

JBC/155 Development L.L.C. -- to classify as a Business Planned Development instead of a DC-16 Downtown Core District the area shown on Map Number 1-F bounded by:

West Randolph Street; North Wacker Drive; West Couch Place; and a line approximately 221.98 feet east of and parallel to North Wacker Drive.

Mr. Patryk Kubiak, in care of the Law Offices of Mr. Samuel V.P. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 9-N bounded by:

a line 298.75 feet south of and parallel to West Cornelia Avenue; North Neenah Avenue; a line 358.75 feet south of and parallel to West Cornelia Avenue; and the alley next west of and parallel to North Neenah Avenue.

Mr. Mel Development, Inc. -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 12-N bounded by:

a line 205 feet south of and parallel to West 51st Street; South Nagle Avenue; a line 265 feet south of and parallel to West 51st Street; and the public alley next west of and parallel to South Nagle Avenue.

Mr. Mel Development, Inc. -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 14-N bounded by:

a line 240.10 feet north of and parallel to West 57th Street; a line 133.50 feet east of and parallel to South Natchez Avenue; a line 180 feet north of and parallel to West 57st Street; South Natchez Avenue.

Mr. Corneliu Moldoveanu, in care of Mr. Mark J. Kupiec -- 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 7-I bounded by:

a line 161.47 feet north of and parallel to West George Street; North Sacramento Avenue; the public alley next north of and parallel to West George Street; and the public alley next west of and parallel to North Sacramento Avenue.

MTCF L.L.C. -- to classify as a B2-3 Neighborhood Shopping District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-I bounded by:

North Kedzie Avenue; a line 99.43 feet north of and parallel to West Waveland Avenue; the public alley next east of and parallel to North Kedzie Avenue; and West Waveland Avenue.

O'Flaherty Builders, Inc. -- to classify as an RM5.5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 11-G bounded by:

West Eastwood Avenue; North Clarendon Avenue; the alley next south of and parallel to West Eastwood Avenue; a line 99.33 feet west of and parallel to North Clarendon Avenue.

Ms. Whitney A. Owens, in care of Mr. Frederick E. Agustin -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3

Residential Single-Unit (Detached House) District the area shown on Map Number 7-I bounded by:

a line 150 feet south of and parallel to West Altgeld Street; North Francisco Avenue; a line 175 feet south of and parallel to West Altgeld Street; and the alley next west of and parallel to North Francisco Avenue.

David and Ulrika Peera, in care of the Law Offices of Mr. Samuel V.P. Banks -- 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 7-H bounded by:

a line 323.22 feet south of and parallel to West Barry Avenue; North Hoyne Avenue; a line 348.24 feet south of and parallel to West Barry Avenue; and the alley next west of and parallel to North Hoyne Avenue.

Province, L.L.C., in care of Mr. Samuel V.P. Banks -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M3-3 Heavy Industry District the area shown on Map Number 5-H bounded by:

the alley next south of and parallel to West Fullerton Avenue; the alley next east of and parallel to North Seeley Avenue; a line 225 feet south of and parallel to the alley next south of and parallel to West Fullerton Avenue; and North Seeley Avenue.

Mr. Jose J. Ramirez -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 24-A bounded by:

a line 90 feet south of and parallel to East 97th Street; South Avenue L; a line 125 feet south of and parallel to East 97th Street; and the public alley next west of and parallel to South Avenue L.

Republic Property Development I, Inc., in care of Ms. Sylvia C. Michas, the Law Offices of Mr. Samuel V.P. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 20-D bounded by:

a line 104.90 feet south of and parallel to East 79th Street; South Greenwood Avenue; a line 129.90 feet south of and parallel to East 79th Street; and the alley next west of and parallel to South Greenwood Avenue.

The Resurrection Project -- to classify as a B3-2 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District and further, to classify as a Residential Planned Development instead of a B3-2 Community Shopping District the area shown on Map Number 4-G bounded by:

the centerline of South Morgan Street to the west; a line parallel to and approximately 120.8 feet south of the south line of West Cullerton Street to the north; the centerline of South Sangamon Street to the east; and a line parallel to and approximately 152 feet north of the north line of West 21st Street to the south.

Shelbourne North Water Street, L.P., in care of Shelbourne Development L.L.C. -- to classify as Residential Planned Development Number 368, as amended, instead of Residential Planned Development Number 368 the area shown on Map Number 1-E bounded by:

a line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the centerline of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive; the centerline of the turning basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; and the alley next south of East Grand Avenue.

Shoreland Financial L.L.C. -- to classify as a Residential-Business Planned Development instead of an RM6.5 Residential Multi-Unit District the area shown on Map Number 12-C bounded by:

a line 485.76 feet north of and parallel to West 55th Street; South South Shore Drive; a line 130.00 feet north of and parallel to West 55th Street; the alley next west of and parallel to South South Shore Drive.

Ms. Leticia Sierra -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 5-I bounded by:

a line 24.5 feet south of and parallel to West Cortland Street; the public alley next east of and parallel to North California Avenue; a line 48.5 feet south of and parallel to West Cortland Street; and North California Avenue.

Mr. Stanislaw Szestowicki, in care of Mr. Mark Kupiec -- 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 50 feet north of and parallel to West Dickens Avenue; the public alley next east of and parallel to North Laramie Avenue; West Dickens Avenue; and North Laramie Avenue.

V.I.P. Chicken & Barbecue, Inc. -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 18-D bounded by:

East 71st Street; a line 110 feet east of and parallel to South Woodlawn Avenue; a line 100 feet north of and parallel to the public alley next north of and parallel to East 71st Place; and South Woodlawn Avenue.

Mr. Stanislaw Zalinski -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 14-M bounded by:

a line 251.55 feet north of and parallel to West 57th Street; South Massasoit Avenue; a line 201.55 feet north of and parallel to West 57th Street; and the public alley next west of and parallel to South Massasoit Avenue.

Ms. Carol Zelgiewicz, in care of Mr. Mark J. Kupiec -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 16-J bounded by:

the public alley next north of and parallel to West Marquette Road; a line 65 feet east of and parallel to South Lawndale Avenue; West Marquette Road; and South Lawndale Avenue.

1641, L.L.C., in care of Mr. James J. Banks -- to classify as an RM5.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-H bounded by:

West Warren Boulevard; a line 359.28 feet west of and parallel to North Ashland Avenue; the alley next south of and parallel to West Warren Boulevard; and a line 419.15 feet west of and parallel to North Ashland Avenue.

3111 North California, L.L.C., in care of AGE Investments, L.L.C. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-I bounded by:

a line 151 feet north of and parallel to West Barry Avenue; the public alley next east of and almost parallel to North California Avenue; a line 125 feet north of and parallel to West Barry Avenue; and North California Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO:

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

Alexander Michael J., Allan J. Meyer Insurance, Allgood Ernest, Allstate Insurance Company (2) James W. Oblak and Pamela Olson, Aparcedo Connie;

Barrera Silvia, Bates Bryan R., Benson Martha M., Billbury Richard R.;

Carlile Jacob J., Cole Bruce W., Collier Dwayne A., Colquitt Linda S., Crump Eddie, Cruz Martin, Czarnik Albin J.;

Dalal Steve, Dunn Emma J.;

Glasper Dorothy M., Greiman Laurel, Gunter Janet F.;

Hawthorne Harold, Helmsman Management Services and Antoine Jackson, Hickstein Roy C., High Ocie R., Hill-Wallace Maggie, Hollub Sibyl J., Hunt Rolanda;

Illinois Farmers Insurance Company and Edward Howe, Jr.;

Jordan Darryl T.;

Kezios James, Kezios Tom/Kostner Street L.L.C., Korbelik Donald J., Kuk Margaret;

Langer Moritz (2);

Mallo William L., McNeilly Loretta M., Milewski Nancy C., Moore William F., Morris Takina, Newell-Adams Eugenia, Nicholson Jessie S., Noflin Karis M.;

Ocasio Yvette;

Prah James V., Jr.;

Reed William S., Renn Mark K., Rideout Venita A., Robinson Jack, Rodriquez Efren, Rubin Arlene C.;

Sanchez Patricia A., Sanderson James B., Siavash Amini, Sowards-Fimmerd Helen, State Farm Insurance Company (7) Agnes Groeper, Dominee Phillips-Parks, Violeta Pulido, Fermin and Lora Rodriguez, Aubrey Sternal, Bridgette Thomas and Anthony E. Thompson, Suss Cori E., Strobl Christopher F.;

Thompson Jacqueline B.;

Vaca Alcibiades J., Valenzuela Lisette;

Whitney Adrienne J., Wolman Jonathan, doing business as Academy Development L.L.C.;

Young Johnny E.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3128 WEST 103RD STREET.

A communication from Ms. Sharon L. West, Project Manager, American Sign and Lighting Co., transmitting a proposed order which would authorize the installation of a sign/signboard at 3128 West 103rd Street, which was *Referred to the Committee on Buildings.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORIZATION FOR EXECUTION OF MULTI-FAMILY LOAN AGREEMENT WITH WICKER PARK RENAISSANCE, L.P. FOR REHABILITATION OF AFFORDABLE HOUSING AT 1527 -- 1531 NORTH WICKER PARK AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement with Wicker Park Renaissance, L.P., amount of loan not to exceed $891,540, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed certain funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Wicker Park Renaissance, L.P., an Illinois limited partnership (the "Borrower"), of which RRG Wicker Park, L.L.C., an Illinois limited liability company (of which NJK Venture, L.L.C., an Illinois limited liability company ("NJK") (of which Nancy J. Kapp, an individual, is the managing member) is the managing member and of which Renaissance Social Services, Inc., an Illinois not-for-profit corporation, is a member) is the sole general partner, in an amount not to exceed Eight Hundred Ninety-one Thousand Five Hundred Forty Dollars ($891,540) (the "Loan"), to be funded from Multi-Program Funds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, It is anticipated that the Borrower will lease the property described on Exhibit A to Historic Wicker, L.P., an Illinois limited partnership ("Historic"), of which Historic Wicker Park, L.L.C., an Illinois limited liability company (of which NJK is the manager) is the sole member and manager, and that Historic will operate the property; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the additional financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. 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 Loan which 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 Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof. The project shall be deemed to qualify as

"Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the Property.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".

Borrower:	Wicker Park Renaissance, L.P., an Illinois limited partnership (the "Borrower"), of which RRG Wicker Park, L.L.C., an Illinois limited liability company (of which NJK Venture, L.L.C., an Illinois limited liability company, of which Nancy J. Kapp, an individual, is the managing member, is the manager) is the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.	
Project:	Rehabilitation of a building located at 1527 -- 1531 North Wicker Park Avenue, in Chicago, Illinois 60622 (the "Property") and of approximately 61 dwelling units contained therein as single-room occupancy and convertible one-bedroom units for low- and moderate-income residents, and of certain common areas.	
Loan:	Source:	Multi-Program.
	Amount:	Not to exceed $891,540.
	Term:	Not to exceed 32 years.
	Interest:	2% per annum.
	Security:	Second mortgage on the Property.

Additional Financing:

1. Amount: Not to exceed $500,000.

   Term: Not to exceed 32 years, or a term acceptable to the Commissioner.

   Source: Harris N.A., or another entity acceptable to the Commissioner.

   Interest: Fixed rate, not to exceed 7.25% per annum for a portion of the term, and thereafter a variable rate to be determined, or another rate acceptable to the Commissioner.

   Security: First mortgage on the Property.

2. Amount: Not to exceed $750,000.

   Term: Not to exceed 32 years, or a term acceptable to the Commissioner.

   Source: Illinois Housing Development Authority ("I.H.D.A."), or another source acceptable to the Commissioner.

   Interest: Not to exceed 1% per annum, or another rate acceptable to the Commissioner.

   Security: Third mortgage on the Property.

3. Amount: Approximately $400,000.

   Source: Harris N.A., from proceeds derived from the Federal Home Loan Bank's Affordable Housing Program, or another source acceptable to the Commissioner.

   Security: Fourth mortgage on the Property.

4. Amount: Approximately $500,000.

   Source: Seller financing from Renaissance Social Services, Inc., or another source acceptable to the Commissioner.

   Security: Fifth mortgage on the Property.

5. Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds: Approximately $6,053,402.

Source: To be derived from the syndication of a L.I.H.T.C. allocation by I.H.D.A. in the amount of approximately $665,209.

6. Amount: Approximately $1,385,508.

Source: Syndication of historic tax credits in the amount of approximately $1,428,358 in connection with the Project, or another source acceptable to the Commissioner.

7. Amount: Approximately $50,000.

Source: Proceeds derived from the transfer of donation tax credits allocated by I.H.D.A., or another source acceptable to the Commissioner.

Exhibit "B".

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote readouts are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

DECLARATION OF INTENT FOR ISSUANCE OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS FOR BENEFIT OF RENAISSANCE SAINT LUKE SLF L.P. TO CONSTRUCT SENIOR CITIZEN SUPPORTIVE LIVING FACILITY AT WEST MONROE STREET AND NORTH GREENVIEW AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the City's intent to issue City of Chicago Multi-Family Housing Revenue Bonds (Renaissance Saint Luke's Project), amount of bonds not to exceed $13,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, 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 for persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing for persons is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Borrower"), the sole general partner of which is RRG Renaissance Saint Luke SLF L.L.C., an Illinois limited liability company, the sole managing member of which is NJK Venture, L.L.C., an Illinois limited liability company, the sole managing member of which is Nancy J. Kapp, an individual, has proposed a certain mixed-income senior citizen supportive living facility, consisting of the construction of a building comprised of approximately one hundred seven (107) residential dwelling units and certain common areas therein, together with certain parking facilities, located at the southwest corner of West Melrose Street and North Greenview Avenue in the City, 60657 (the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed Thirteen Million Dollars ($13,000,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

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

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend the proceeds thereof to the Borrower, or an entity affiliated with or related to the Borrower, for the purpose of financing the Project. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed Thirteen Million Dollars ($13,000,000).

SECTION 3. Certain costs will be incurred by the Borrower, or an entity affiliated with or related to the Borrower, in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower, or an entity affiliated with or related to the Borrower, which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project for costs to be paid from the proceeds of the Bonds.

SECTION 6. This ordinance constitutes a declaration of official intent under Section 1.150-2 of the Treasury Regulations.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH AND PROVISION OF TAX CREDIT PROCEEDS TO CABRINI GREEN LAC COMMUNITY DEVELOPMENT CORPORATION FOR ACQUISITION AND CONSTRUCTION OF MULTI-FAMILY BUILDING, TOWNHOMES AND PARKING FACILITIES AT 545 WEST DIVISION STREET AND 1161 NORTH CAMBRIDGE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement and the provision of tax credit proceeds for Parkside Nine Phase I, L.P., amount of loan not to exceed $12,693,987, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

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

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed certain funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition, rehabilitation and new construction loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3895/1, et seq., as amended from time to time ("I.H.D.A."), may allocate to the City certain Illinois Affordable Housing Program funds ("I.H.D.A. Funds"), pursuant to (i) the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq., (ii) an ordinance enacted on December 17, 2003 by the City Council of the City and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 15794 through 15799, and (iii) that certain Program Grant Agreement entered into by the City and I.H.D.A. on March 1, 2004, as amended on February 27, 2006, which collectively authorize I.H.D.A. to make funds available to the City to finance a portion of the costs of acquisition, rehabilitation and construction of multi-family residential rental housing developments to ameliorate the affordable housing shortage in the City; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC"), in an amount not to exceed Twelve Million Six Hundred Ninety-three Thousand Nine Hundred Eighty-seven Dollars ($12,693,987) (the "Loan"), to be funded from Multi-Program Funds and/or I.H.D.A. Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, LAC, Holsten Real Estate Development Corporation, an Illinois corporation, and Kimball Hill Urban Centers Chicago One, L.L.C., an Illinois limited liability company, are the sole owners of Parkside Associates, L.L.C., an Illinois limited liability company, the sole owner of Parkside Nine I, L.L.C., an Illinois limited liability company and the sole general partner of Parkside Nine Phase I, L.P., an Illinois limited partnership (the "Partnership"); and

WHEREAS, LAC will loan the proceeds of the Loan to the Partnership in connection with the Project described in Exhibit A hereto; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as described in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. 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 Loan which 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 Loan to LAC. Subsequently, LAC shall loan the proceeds of the Loan to the Partnership in connection with the Project.

SECTION 3. In connection with the Loan by the City to LAC, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC") which, along with Holsten Real Estate Development Corporation, an Illinois corporation and Kimball Hill Urban Centers Chicago One, L.L.C., an Illinois limited liability company, is an owner of Parkside Associates, L.L.C., an Illinois limited liability company, the sole owner of Parkside Nine I, L.L.C., an Illinois limited liability company and the sole general partner (the "General Partner") of Parkside Nine Phase I, L.P., an Illinois limited partnership (the "Partnership").

LAC will make the proceeds of the Loan available to the Partnership in connection with the Project.

Project: Acquisition of a leasehold interest in the property located at 545 West Division Street and 1161 North Cambridge Avenue, in Chicago Illinois (the "Property") and construction of a multi-family building, townhomes and parking facilities on the Property, consisting of approximately 111 residential dwelling units of which approximately 83 units shall be for low- and moderate-income families, one commercial space unit and approximately 72 on-site parking spaces.

Loan:

Source: Multi-Program Funds/I.H.D.A. Funds.

Amount: Not to exceed $12,693,987.

Term: Not to exceed 42 years or such other term as is acceptable to the Commissioner.

Interest: 3% simple interest per annum or such other interest rate acceptable to the Commissioner.

Security: Non-recourse loan; second mortgage on the Property (the "Mortgage").

Additional Financing:

1. Amount: $2,954,000 or such other amount to which the Commissioner may consent.

Term: Not to exceed 42 years or such other term as is acceptable to the Commissioner.

Source: Prairie Mortgage Company or another entity acceptable to the Commissioner.

	Interest:	6.75% per annum or such other interest rate acceptable to the Commissioner.
	Security:	Mortgage(s) on the Property senior to the lien of the Mortgage.
2.	Amount:	$3,500,000 or such other amount to which the Commissioner may consent.
	Term:	Not to exceed 42 years or such other term as is acceptable to the Commissioner.
	Source:	Chicago Housing Authority ("C.H.A.") or another entity acceptable to the Commissioner.
	Interest:	Zero percent per annum or such other interest rate acceptable to the Commissioner.
	Security:	Mortgage(s) on the Property junior to the lien of the Mortgage.
3.	Amount:	$11,340,036 or such other amount to which the Commissioner may consent (the "Bridge Loan").
	Term:	Not to exceed 24 months or such other term as is acceptable to the Commissioner.
	Source:	An entity acceptable to the Commissioner.
	Interest:	Not to exceed 7.5% per annum or such other interest rate acceptable to the Commissioner.
	Security:	Mortgage(s) on the Property senior to the lien of the Mortgage.
4.	Amount:	$2,490,000 or such other amount to which the Commissioner may consent.
	Term:	Not to exceed 42 years or such other term as is acceptable to the Commissioner.

	Source:	C.H.A. or LAC loan to the Partnership or a C.H.A or LAC capital contribution, directly or indirectly, to the Partnership, or another entity acceptable to the Commissioner; the funds of which are to be derived from the syndication of an approximately $1,000,000 Illinois donation tax credit allocation ("D.T.C.") by the City and an approximately $2,000,000 D.T.C. allocation by the I.H.D.A., or such other amounts approved by the Commissioner.
	Interest:	Zero percent per annum.
	Security:	Mortgage(s) on the Property junior to the lien of the Mortgage.
5.	Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:	Approximately $14,555,907 or such other amount to which the Commissioner may consent, a portion of which will repay the Bridge Loan.
	Source:	To be derived from the syndication of an approximately $1,500,759 L.I.H.T.C. allocation by the City.
6.	Amount:	$100.
	Source:	General Partner.

Exhibit "B".

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote readouts are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Department Of Housing.

Low-Income Housing Tax Credit 3% Departmental Administrative Service Fee.

AUTHORIZATION FOR RESTRUCTURING OF LOAN AGREEMENT WITH RIDGELAND LIMITED PARTNERSHIP FOR REHABILITATION OF BUILDING AT 6820 -- 6830 SOUTH RIDGELAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan restructuring agreement with Ridgeland Limited Partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low-and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City programmed certain Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program (the "Multi-Program") to provide financing to owners of rental properties containing five (5) or more dwelling units in low- and moderate-income areas to rehabilitate said rental properties; and

WHEREAS, The City Council, pursuant to an ordinance enacted on July 30, 1990, and published at pages 19113 -- 19116 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, authorized the City's Department of Housing ("D.O.H.") to provide Multi-Program financing in the amount of Four Hundred Forty-six Thousand Four Hundred Dollars ($446,400) (the "Loan") to Ridgeland Limited Partnership, an Illinois limited partnership ("Ridgeland"), for the rehabilitation of a building containing twenty-four (24) units (the "Improvements") located at 6820 -- 6830 South Ridgeland Avenue, in Chicago, Illinois (the "Land"); and

WHEREAS, Chicago Title Land Trust Company, as successor in interest to Steel City National Bank (the "Land Trustee"), not personally but solely as trustee under that certain Trust Agreement dated February 13, 1991 and known as Trust Number 3129 (the "Land Trust") owns the Land; and

WHEREAS, Chicago Title Land Trust Company, as successor in interest to Steel City National Bank (the "Improvements Trustee", and together with the Land Trustee, and any successor trustee for the Land Trust or the Improvements Trust are hereinafter collectively referred to as the "Trustee"), not personally but solely as trustee under that certain Trust Agreement dated December 21, 1990 and known as Trust Number 3193 (the "Improvements Trust") owns the Improvements; and

WHEREAS, Family Rescue, Inc., an Illinois not-for-profit corporation ("Family Rescue"), is the sole beneficial owner of the Land Trust; and

WHEREAS, Ridgeland is the sole beneficial owner of the Improvements Trust (Ridgeland and the Trustee are collectively referred to herein as the "Borrower"); and

WHEREAS, Family Rescue Development Corporation, an Illinois not-for-profit corporation (the "General Partner"), is the sole general partner of Ridgeland; and

WHEREAS, The Loan was secured by, among other things, that certain Mortgage, Assignment of Leases, Rents and Security Agreement dated as of April 9, 1991, made by the Borrower in favor of the City (the "Mortgage"); and

WHEREAS, Ridgeland has requested that D.O.H. approve a proposed restructuring of the Loan; and

WHEREAS, D.O.H. has approved a restructuring of the Loan in a manner which (1) will not alter the principal amount of the Loan, (2) will not alter the interest rate on the principal balance of the Loan, (3) will not alter the maturity date of the Loan, (4) will not alter the lien position of the Mortgage, (5) will permit two (2) units in the Improvements to be used for operational purposes, (6) will permit the replacement of Ridgeland by Family Rescue and/or the General Partner (the "New Borrower"), and (7) may eliminate the Land Trust and/or the Improvements Trust leaving the New Borrower as the direct borrower under the Loan (collectively, the "Restructuring"); 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 of D.O.H. (the "Commissioner") or a designee of the Commissioner, 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 terms of the Restructuring as described herein. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as will be necessary or advisable in connection with the implementation of the Restructuring. The Commissioner or a designee of the

Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with any future restructuring of the Loan which does not substantially modify the terms of the Restructuring.

SECTION 3. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago (the "Municipal Code") or any other ordinance or mayoral executive order, no parties other than Ridgeland, the General Partner and Family Rescue, and all legal entities which constitute the direct or indirect controlling parties of Ridgeland, the General Partner and Family Rescue (as determined by the Corporation Counsel), and any legal entities which are direct owners in excess of seven and five-tenths percent (7.5%) of the General Partner or Family Rescue shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 4. 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 5. This ordinance shall be effective as of the date of its passage and approval.

DESIGNATION OF COMMUNITY HOUSING PARTNERS XI, L.P. AND VOICE OF THE PEOPLE IN UPTOWN, INC. AS PROJECT DEVELOPERS, AUTHORIZATION FOR EXECUTION OF LOAN, REDEVELOPMENT AND LAND-USE RESTRICTION AGREEMENTS AND ISSUANCE OF CITY OF CHICAGO VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BONDS (UPTOWN PRESERVATION APARTMENTS) SERIES 2007 FOR ACQUISITION AND REHABILITATION OF AFFORDABLE HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Multi-Family Housing Revenue Bonds and to enter into and execute a loan agreement for Community Housing Partners XI, L.P., amount of bonds not to exceed $10,000,000, amount of loan not to exceed $1,137,197, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

Recitals.

A. The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article II of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of twenty-five thousand (25,000) and is a home rule unit of local government under Section 6 (a) of Article VII of the Constitution.

B. As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue bonds for the purpose of financing the cost of acquiring, rehabilitating and equipping an affordable multi-family housing facility for low- and moderate-income families located in the City.

C. By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide financing to Community Housing Partners XI L.P., an Illinois limited partnership (the "Borrower"), the general partner of which is currently Chicago Community Development Corporation, an Illinois corporation ("C.C.D.C."), the owners of which include Anthony J. Fusco, Jr. and Daniel Burke. It is anticipated that, prior to the execution of the documents authorized herein, the general partners of the Borrower will be (i) C.C.D.C. and (ii) Uptown Preservation NFP, an Illinois not-for-profit corporation to be formed ("Uptown"), the controlling member of which will be Voice of the People in Uptown, Inc., an Illinois not-for-profit corporation ("V.O.P."). The limited partners of the Borrower will consist of various investors.

D. The Borrower desires that the City issue, sell and deliver the City's multi-family housing revenue bonds (Uptown Preservation Apartments) in an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000) (the "Bonds"), to be issued in one (1) or more series as herein provided under the terms and conditions of this ordinance and secured by one (1) or more trust indentures (each, an "Indenture" and collectively, the "Indentures") from the City to a trustee designated by the Executive Officer (as defined in Section 6 hereof) as provided herein (the "Trustee"), and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition, rehabilitation and equipping of an approximately seventy-seven (77) unit affordable multi-family housing project (the "Project") located at 900 West Windsor Avenue, 4431 North Clifton Avenue, and 927 West Wilson Avenue, Chicago, Illinois 60657 (collectively, the "Property"), and pay a portion of the costs of issuance and other costs in connection therewith.

E. Each series of Bonds issued pursuant to this ordinance, together with interest thereon, shall be special, limited obligations of the City secured under an Indenture for the benefit of the owners of the Bonds. Each series of Bonds will be payable from the loan payments received by the City pursuant to a loan agreement (each, a "Loan Agreement" and collectively, the "Loan Agreements"), between the City and the Borrower, pursuant to which the City will lend the proceeds of such series of

Bonds to the Borrower (each, a "Loan") to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, redemption premium, if any, and interest on such series of Bonds, and from amounts paid by such credit provider (the "Bank") as shall be selected by the Executive Officer pursuant to the Bank's irrevocable transferable direct pay letter of credit (the "Letter of Credit"), securing such series of Bonds.

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

G. In order that interest on the Bonds be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), the Borrower must comply with certain restrictions on the use and occupancy of the Project, as set forth in a Land-Use Restriction Agreement to be entered into among the Borrower, the Trustee and the City (the "Land-Use Restriction Agreement").

H. There has been presented to this meeting of the City Council of the City forms of the following documents in connection with the Bonds:

(1) the form of Indenture, which includes a form of the Bonds to be issued by the City, attached as Exhibit B hereto;

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

(3) the form of Land-Use Restriction Agreement, attached as Exhibit D hereto.

I. The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing.

J. The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above, and such HOME Funds are administered by the City's Department of Housing ("D.O.H.").

K. The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used in connection with affordable housing bond initiatives or as the local match of HOME Funds as required under the HOME Program.

L. The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds.

M. The City has programmed certain funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by D.O.H.

N. D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed One Million One Hundred Thirty-seven Thousand One Hundred Ninety-seven Dollars ($1,137,197) (the "Affordable Housing Loan"), to be funded from HOME Funds, Corporate Funds, Program Income and/or Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof.

O. Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62342 through 62431 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for Wilson Yard Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act").

P. Pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62433 through 62441 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act.

Q. Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on June 27, 2001 and published at pages 62443 through 62451 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan.

R. Voice of the People in Uptown, Inc. intends to acquire the Property and, in conjunction with the Borrower (collectively with Voice of the People in Uptown, Inc., the "Developer"), to undertake the Project.

S. The Project is necessary for the redevelopment of the Area.

T. The Developer will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (as defined in the T.I.F. Ordinance; herein defined as the "Fund") pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes").

U. Pursuant to its Resolution 06-CDC-74, adopted by the Community Development Commission of the City of Chicago (the "Commission") on September 12, 2006, the Commission has recommended that the Developer be designated as developer for the Project and that the City of Chicago's Department of Planning and Development ("D.P.D.") 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 (the "City Council"), as follows:

1. Forms Of Documents. The forms of the Bonds, the Indenture, the Loan Agreement and the Land-Use Restriction Agreement are hereby approved.

2. The Loan. The making of the Loan to the Borrower pursuant to the terms of each Loan Agreement by the City and the issuance of the Bonds by the City is hereby authorized.

3. The Bonds. The issuance of the Bonds by the City in the principal amount of not to exceed Ten Million Dollars ($10,000,000) from time to time and in one (1) or more series is hereby authorized, subject to the provisions of this ordinance and each Indenture hereinafter authorized.

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. The Bonds shall mature not later than thirty-five (35) years from the first (1st) day of the month immediately succeeding the date of issue of the Bonds and shall bear interest at such rate or rates as shall be determined from time to time pursuant to the related Indenture, which interest shall be payable on the interest payment dates set forth in the related Indenture. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such-other details and provisions as prescribed by the related Indenture and form of the Bonds therein. The interest rate on the Bonds and the method of determining such interest rate

from time to time is subject to adjustment in accordance with the terms of the related Indenture, and no such interest rate shall exceed the rate of twelve percent (12%).

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds, shall be as set forth in the related Indenture and in the form of the Bonds therein.

4. Assignment Of Rights. The right, title and interest of the City (except for certain rights to notice, involvement in certain discussions related to the Bonds, indemnification, and reimbursement) in, to and under each Loan Agreement, and the revenues to be derived by the City thereunder will be assigned to the Trustee under the related Indenture. The payment of the principal of and interest on the Bonds and the purchase price therefor will be secured by a Letter of Credit in favor of the Trustee.

5. Limited Obligations. The Bonds, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in each Indenture. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of each Indenture hereinafter described.

6. The Indentures. The execution and delivery of an Indenture securing each series of Bonds, substantially in the form attached hereto as Exhibit B, is hereby authorized. Each of (i) the Mayor of the City (the "Mayor"), (ii) the Chief Financial Officer of the City (as defined below), or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer and any such other officer being hereinafter referred to collectively as the "Executive Officer") is hereby authorized to execute, acknowledge and deliver each Indenture with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to make such changes, insertions and omissions to the form of Indenture attached hereto as Exhibit B as shall be determined by the Executive Officer to be necessary and appropriate to provide for such additional methods of adjusting and determining the rate or rates of interest on the Bonds from time to time as shall not exceed or be inconsistent with any of the authorizations granted herein. The execution of each Indenture by the Executive Officer shall be conclusive evidence of such approval.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

7. The Loan Agreements. The execution and delivery of a Loan Agreement relating to each series of Bonds, substantially in the form attached hereto as Exhibit C is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver each Loan Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including all such changes, insertions and omissions as shall be necessary to conform the terms of each Loan Agreement to the terms of the related Indenture. The execution of each Loan Agreement by the Executive Officer shall be conclusive evidence of such approval.

8. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or at the direction of, one or more underwriters (the "Underwriters") to be selected by the Executive Officer, subject to the terms and conditions of a Bond Purchase Agreement among the City, the Borrower and the Underwriters for the Bonds (the "Purchase Agreement"), or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by the Executive Officer subject to the terms and conditions of the Purchase Agreement. The Executive Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors, and with such other revisions in text as the Executive Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Purchase Agreement by the Executive Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Purchase Agreement. The distribution of the Preliminary Official Statement, if any, and the Official Statement or any other placement document to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of any Preliminary Official Statement or of the Official Statement or any other placement document, except as specifically provided in the Purchase Agreement executed by the Executive Officer, and provided further that, if the Bonds are sold directly to institutional investors, the City may forego the use of an Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Executive Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed three percent (3%) of their aggregate principal amount. In connection with the offer and delivery of the Bonds, the Executive Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

9. Notification Of Sale. Subsequent to the sale of the Bonds, the Executive Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of the Bonds sold, (ii) the extent of any tender rights to be granted to the holder of the Bonds, including, without limitation, the right of the holder to tender the Bonds in exchange for one or more mortgage certificates held by the Trustee under the Indenture, (iii) the identity of the Trustee, (iv) the interest rates on the Bonds, (v) the identity of any Underwriters or institutional investors who purchase the Bonds directly from the City or through the Underwriters, and (vi) the compensation paid to the Underwriters in connection with such sale. There shall be attached to such notification the final form of the Indenture.

10. The Tax Agreements. The execution and delivery of one (1) or more agreements regarding arbitrage and regulations regarding the issuance of tax-exempt obligations (each, a "Tax Agreement" and collectively, the "Tax Agreements") among the City, the Borrower and the Trustee, substantially in the form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Tax Agreements with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of each Tax Agreement by the Executive Officer shall be conclusive evidence of such approval.

11. Land-Use Restriction Agreement. The execution and delivery of a Land-Use Restriction Agreement relating to the Bonds, substantially in the form attached hereto as Exhibit D, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Land-Use Restriction Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including such changes, insertions and deletions conforming to the Code and the regulations promulgated thereunder relating to the tax-exempt status of the Bonds reflecting the anticipated use and occupancy of the Project. The execution of the Land-Use Restriction Agreement by the Executive Officer shall be conclusive evidence of such approval.

12. Execution Of Bonds. The Bonds shall be executed by manual or facsimile signature of the Mayor of the City or the Executive Officer, and the seal of the City shall be affixed or imprinted and attested to by the manual or facsimile signature of the City Clerk or any Deputy Clerk, as set forth in the related Indenture, and the same shall be delivered to the Trustee for proper authentication and delivery upon instructions to that effect.

13. D.O.H. Approval.

(a) Upon the approval and availability of the additional financing as shown on Exhibit A-1 hereto, the Commissioner of D.O.H. (the "D.O.H. Commissioner") and any designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan and the terms and program objectives of the HOME Program and/or the Multi-Program. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan, which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds to the Borrower.

(b) In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit A-2 attached hereto. 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"). Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

14. Further Assurances. The Executive Officer, the D.O.H. Commissioner, the City Clerk and any Deputy Clerk of the City are hereby designated the authorized representatives of the City, and each of them is hereby 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 performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Executive Officer, the D.O.H. Commissioner, the City Clerk, any Deputy City Clerk and the other officers, agents and employees of the City are hereby further authorized, empowered and directed, for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority.

15. Declaration Of Official Intent. A portion of the cost of the acquisition, rehabilitation and equipping of the Project which the City intends to finance with

the proceeds of the Bonds has been paid from available monies of the Borrower prior to the date of this ordinance. It is the intention of the City to utilize a portion of the proceeds of the Bonds 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 to so utilize those Bond proceeds.

16. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof; provided that no holding of invalidity shall require the City to make any payments from revenues other than those derived from the Loan Agreements.

17. No Recourse. 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 contained in this ordinance, the Indentures, the Loan Agreements, the Purchase Agreements or the Tax 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 Indentures, the Loan Agreements, the Purchase Agreements and the Tax Agreements and the issuance of the Bonds.

18. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

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

20. Redevelopment Agreement. The Commissioner of D.P.D. (the "D.P.D. Commissioner") or a designee of the D.P.D. Commissioner is 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 E 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.

21. Payment Of Incremental Taxes. The City Council of the City hereby finds that the City is authorized to pay Five Hundred Fifty-seven Thousand Two Hundred

Seventy-three Dollars ($557,273) from Incremental Taxes deposited in the General Account of the Fund (the "Excess Incremental Taxes") as the City Funds (as defined in the Redevelopment Agreement) to finance a portion of the eligible costs included within the Project. The City is authorized to pay the Developer from Excess Incremental Taxes an amount up to Five Hundred Fifty-seven Thousand Two Hundred Seventy-three Dollars ($557,273) as the City Funds, supported by a requisition form to the City from the Developer. The City Funds are hereby appropriated for the purposes set forth in this Section 21.

22. Repealer. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

23. Effect Of Municipal Code. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

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

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

Exhibits "A-1", "A-2", "B", "C", "D" and "E" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

Affordable Housing Loan:

Source:	HOME Program, Corporate Funds, Program Income and/or Multi-Program Funds.
Amount:	Not to exceed $1,137,197.
Term:	Not to exceed 35 years.
Interest:	1% per annum.
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. The Bonds, as described in this Ordinance. The Bonds will be secured by one or more Letters of Credit issued by the Bank pursuant to a reimbursement agreement ("Reimbursement Agreement") between the Bank and the Borrower. All or a portion of the Borrower's obligation to repay the Bank under the Reimbursement Agreement will be secured by a first mortgage on the Property.

2. Low-Income Housing Tax Credit ("L.I.H.T.C.")

Amount:	Approximately $6,096,654, a portion of which will be applied to the payment of some or all of the Bonds.
Source:	To be derived from the syndication of approximately $609,665 L.I.H.T.C. annually.

3. I.H.D.A. Loan

Proceeds:	Approximately $820,139.
Source:	Illinois Housing Development Authority ("I.H.D.A."), or another source acceptable to the D.O.H. Commissioner.
Term:	Not to exceed 35 years.

Interest:	1% per annum.
Security:	Mortgage on the Property, subordinate to the mortgages securing the Affordable Housing Loan and the Borrower's obligations under the Reimbursement Agreement.

4. Seller Financing

Proceeds:	Approximately $3,974,700.
Source:	V.O.P., or another source acceptable to the D.O.H. Commissioner.
Term:	Not to exceed 35 years.
Interest:	Applicable Federal Rate, or another rate acceptable to the D.O.H. Commissioner.
Security:	Mortgage on the Property, subordinate to the mortgages securing the Affordable Housing Loan and the Borrower's obligations under the Reimbursement Agreement.

5. Tax Increment Financing ("T.I.F.")

Amount:	Approximately $557,273 of T.I.F. proceeds granted to V.O.P. and loaned or otherwise contributed to the Borrower, or another source acceptable to the D.O.H. Commissioner.
Term:	Note to exceed 35 years.
Interest:	Zero percent per annum.
Security:	Mortgage on the Property, subordinate to the mortgages securing the Affordable Housing Loan and the Borrower's obligations under the Reimbursement Agreement.

6. F.H.L.B. Loan

Amount:	$400,000.
Source:	LaSalle Bank N.A., through proceeds of a subsidy granted to V.O.P. from the Federal Home Loan Bank of Chicago's Affordable Housing Program and loaned or otherwise contributed to the Borrower, or another source acceptable to the D.O.H. Commissioner.

Security: Mortgage on the Property, subordinate to the mortgages securing the Affordable Housing Loan and the Borrower's obligations under the Reimbursement Agreement.

7. Donations Tax Credit Amount: Approximately $1,689,248.

Source: V.O.P., through proceeds of the sale of the tax credits allocated by I.H.D.A. pursuant to the Donations Tax Credit Program, or another source acceptable to the D.O.H. Commissioner.

Security: May be secured by a mortgage on the Property (which mortgage would be subordinate to the mortgages securing the Affordable Housing Loan and the Borrower's obligations under the Reimbursement Agreement).

8. General Partner Contribution Amount: $100.

Source: C.C.D.C.

Exhibit "A-2".
(To Ordinance)

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Water Management.

Tap Fees.

Cut and Seal Fees

(Fees to purchase B-boxes and remote read-outs are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

City Of Chicago

To

_____

As Trustee

Trust Indenture

Dated As Of January 1, 2007

Securing City Of Chicago
Variable Rate Demand Multi-Family Housing Revenue Bonds
(Uptown Preservation Apartments Project) Series 2007.

THIS TRUST INDENTURE, dated as of January 1, 2007, is from the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City"), to _____, a [national banking association] having a principal corporate trust office in Chicago, Illinois, as trustee (the "Trustee").

RECITALS:

WHEREAS, Community Housing Partners XI L.P., an Illinois limited partnership (the "Borrower"), the general partners of which are (i) Chicago Community Development Corporation, an Illinois corporation, the owners of which include Anthony J. Fusco, Jr. and Daniel Burke, and (ii) Uptown Preservation NFP, an Illinois not-for-profit corporation, and the limited partners will consist of various investors, have requested financial assistance from the City to finance a project (the "Project") that consists of, among other things, the acquiring, rehabilitating and equipping of an affordable multi-family housing project to be located at 900 West Windsor Avenue, 4431 North Clifton Avenue and 927 West Wilson Avenue, Chicago, Illinois (the "Project Facilities"); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its $_____ multi-family housing revenue bonds, to be known generally as City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007 (the "Bonds"), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

WHEREAS, the City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of January 1, 2007 (the "Agreement"), between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the "Note") in the amount of $_____; and

WHEREAS, pursuant to the Agreement, the Borrower has agreed, among other things, to pay to or for the account of the Trustee an amount equal to the principal of, redemption premium and interest on the Bonds, as the same become due, all as set forth in the Agreement and the Note; and

WHEREAS, the City has determined to assign, transfer and pledge unto the Trustee as Trustee under this Indenture, for the benefit of the owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except as otherwise provided herein and therein); and

WHEREAS, _____, Chicago, Illinois (together with any other issuer of a Letter of Credit, as hereinafter defined, the "Bank"'), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of the aggregate principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds for 35 days at a rate per annum equal to the Cap Rate, as defined herein, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the "Letter of Credit"; and

WHEREAS, the Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[FORM OF BONDS]

No. R- _____ $_____

STATE OF ILLINOIS
UNITED STATES OF AMERICA
CITY OF CHICAGO
VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BOND
(UPTOWN PRESERVATION APARTMENTS PROJECT) SERIES 2007

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
Variable Rate	January 1, 20__	January __, 20__	

Registered Owner:

Principal Amount: _____

The City of Chicago (the "City"), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State") for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed, payable on [February 1], 2007 and on the first Business Day (as hereinafter defined) of each calendar month thereafter and on the Conversion Date, as hereinafter defined (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of 12 30-day months, payable on the [January] 1 or [July] 1 immediately following the announcement of the Fixed Rate Period and on the first day of each [January] and [July] thereafter (each a "Fixed Rate Interest Payment Date" and, together with a Variable Rate Interest Payment Date, an "Interest Payment Date") until the principal sum hereof becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the designated corporate trust office of _____, as Paying Agent, or its successors under trust (the "Paying Agent").

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "Bond Registrar"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least $1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "Record Date" shall mean, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of $_____ (the "Bonds") issued for the purpose of loaning the proceeds thereof to Community Housing Partners XI L.P., an Illinois limited partnership (the "Borrower"), for the purpose of providing funds to pay a portion of the cost of acquiring, rehabilitating and equipping a certain multi-family housing project to be located at 900 West Windsor Avenue, 4431 North Clifton Avenue and 927 West Wilson Avenue, Chicago, Illinois (the "Project") owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of January 1, 2007 (which indenture, as from time to time amended and supplemented, is herein referred to as the "Indenture"), duly executed and delivered by the City to _____, Chicago, Illinois, as trustee (the "Trustee"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured.

The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of January 1, 2007, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement").

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof during the Variable Rate Period, and in denominations of $5,000 and

any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and _____, as tender agent, or its successors under trust (the "Tender Agent") 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 premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of 10 days next preceding the giving of such notice of redemption.

_____ has issued an irrevocable, transferable letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to 35 days of interest at the Cap Rate (as hereinafter defined) accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit," and _____, together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "Bank."

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date and shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first day of the [January] or [July] to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of [January] or [July] immediately following the date of commencement of the Fixed Rate Period (the "Conversion Date"), in which case this Bond shall bear interest from the Conversion Date,

or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the "Variable Rate Period"), this Bond shall bear interest from such initial delivery date or the [Thursday] of a week, as the case may be, to and including the [Wednesday] of the immediately following week, at the Variable Rate (described below) for such interest rate period (an "Interest Rate Period"). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the [Wednesday] of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the "Variable Rate") equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the [Wednesday] of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such [Wednesday] is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; provided that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding Interest Rate Period shall remain in effect for such Interest Rate Period.

"Cap Rate" means the rate per annum equal to the least of (a) __ percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, __ percent per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State.

Notwithstanding the above, this Bond shall bear interest at a fixed rate (the "Fixed Rate") from the Conversion Date to the maturity date of this Bond (the "Fixed Rate Period") equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Tender Agent shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate, at least 45 days prior to the date specified by the Borrower as the Conversion Date (the "Proposed Conversion Date"), together with the written consent of the Bank to such conversion. On or before the Business Day immediately preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding

the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the registered owners thereof for federal income tax purposes. If all conditions to the establishment of the Fixed Rate are not met, this Bond shall bear interest at the Variable Rate determined as set forth in the Indenture and will continue to remain outstanding as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate.

The City, at the direction of the Borrower, has appointed _____ as Remarketing Agent under the Indenture, which appointment has been approved by the Borrower. The City, at the direction of the Borrower, may, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Borrower, the Trustee, the Bank, the Tender Agent and the owners from time to time of all of the Bonds.

The Registered Owner hereof has the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven days immediately preceding the purchase date, notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such notice, or written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond "), and there

has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture Available Moneys (as defined in the Indenture) sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond is required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a "Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be given by the Bond Registrar by first class mail, postage prepaid, to the owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

This Bond shall be tendered by the owner hereof to the Tender Agent for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Tender Agent shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof, and the owner of

this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the time as aforesaid.

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day); and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the designated corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is closed, or (iv) a day on which the New York Stock Exchange is closed.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's, .a Division of The McGraw-Hill Companies, Inc. ("S&P"), written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds) and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including moneys derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on the behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including funds derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole on any date, subject to the terms of the Indenture, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), subject to the terms of the Indenture, at a redemption price of 100 percent of the principal amount thereof to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

After the Conversion Date, the Bonds are also subject to redemption at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided the Bonds held by the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first subject to such redemption prior to any other Bonds which may be selected for redemption) on any date at the redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of certain events described in the Indenture relating to damage, destruction or condemnation of the Project.

The Bonds are also subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

If any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, the Trustee shall give notice, at the direction of the Borrower (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond has no right to enforce the provisions of the Indenture or the Agreement 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 the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances 100 percent, in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain payment defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank

THIS BOND AND ALL OTHER BONDS ISSUED UNDER AND SECURED BY THE INDENTURE, AS HEREINAFTER DEFINED, ARE, AND ARE TO BE, EQUALLY AND RATABLY SECURED, TO THE EXTENT PROVIDED IN THE INDENTURE, SOLELY BY A PLEDGE OF THE REVENUES AND OTHER FUNDS PLEDGED UNDER THE INDENTURE. THE BONDS, TOGETHER WITH PREMIUM, IF ANY, AND INTEREST THEREON, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE REVENUES AND ARE A VALID CLAIM OF THE OWNERS FROM TIME TO TIME THEREOF ONLY AGAINST THE MONEYS HELD BY THE TRUSTEE AND THE TENDER AGENT AND PLEDGED TO THE PAYMENT OF THE BONDS, AND THE REVENUES, WHICH REVENUES SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAYBE OTHERWISE EXPRESSLY AUTHORIZED IN THE INDENTURE OR THE AGREEMENT. THE BONDS ARE NOT AN INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR THE GENERAL CREDIT TAXING POWERS OF THE STATE, THE CITY, OR ANY OTHER POLITICAL

SUBDIVISION THEREOF, AND SHALL NEVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, AND NEITHER THE CITY, 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 BONDS, AND THE BONDS ARE PAYABLE FROM NO OTHER SOURCE, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS OF THE CITY DERIVED PURSUANT TO THE AGREEMENT. NO OWNER OF THE BONDS HAS THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, THE CITY OR ANY OTHER POLITICAL SUBDIVISION THEREOF TO PAY THE BONDS OR THE INTEREST OR PREMIUM, IF ANY, THEREON.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by ally legal or equitable proceeding or otherwise.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or electronic transmission signature of its Mayor and its corporate seal or a electronic transmission thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk.

CITY OF CHICAGO

By: _____
Mayor

[Seal]
Attest:

_____
City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

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

Date of Authentication:

_____
as Authenticating Agent

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

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

Unif Gift Min Act	-- Uniform Gifts to Minor Act
Cust	-- Custodian
Ten Com	-- as tenants in common
Ten Ent	-- as tenants by the entireties
Jt Ten	-- as joint tenants with right of survivorship and not as tenants in common

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

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfer unto_____

_____

(Name, Address and Taxpayer Identification Number of Assignee)

the Variable Rate Demand Multi-Family Housing Revenue Bond (Uptown Preservation Apartments Project) Series 2007 (the "Bond") of the City of Chicago, numbered _____ and does hereby irrevocably constitute and appoint _____to transfer the Bond 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 as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form of Bondholder Tender Notice]

BONDHOLDER TENDER NOTICE

The undersigned hereby elects to have the Variable Rate Demand Multi-Family Housing Revenue Bond (Uptown Preservation Apartments Project) Series 2007, numbered _____ (the "Bond') of the City of Chicago (the "City") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "Indenture") dated as of January 1, 2007, by and from the City to _____, Chicago, Illinois, as Trustee (the "Trustee"), on _____ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to _____, as tender agent (the "Tender Agent") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of 100 percent of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of $100,000 or any integral multiple of $5,000 in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than $100,000.

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 2:30 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

_____

_____

_____

Attention:_____

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond

tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased.

THIS ELECTION IS IRREVOCABLE AND BINDING
ON THE UNDERSIGNED AND CANNOT BE WITHDRAWN.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

_____
Name(s) of Bondholder(s)

_____
Street City State Zip

_____
Area Code Telephone Number

Signature(s): _____

Date: _____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by _____ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

_____

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is

$ _____. (Insert Total Principal Amount of Bond or a portion thereof in the amount of $ 100,000 or any integral multiple of $5,000 in excess thereof)

IF NO AMOUNT IS INDICATED IN THE SPACE ABOVE, THE REGISTERED OWNER OF THIS BOND SUBJECT TO THIS BONDHOLDER TENDER NOTICE WILL BE DEEMED TO HAVE TENDERED THE BOND IN ITS FULL PRINCIPAL AMOUNT FOR PURCHASE.

SPECIAL DELIVERY INSTRUCTIONS

To be completed only if the Registered Owner of this Bond is the Registered Owner of at least $1,000,000 in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to:

Account Number:_____

Location of Account: _____
(Include Zip Code)

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized;

GRANTING CLAUSES

Now, THEREFORE, THIS TRUST INDENTURE WITNESSETH: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement, and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises,

GRANTING CLAUSE FIRST

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for,

collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses [a fee to the City of Chicago Department of Housing] and attorneys' fees thereunder, (b) for indemnification under Section 5.2 of the Agreement, (c) to receive notices and other documents under the Agreement, (d) to inspect the Project Facilities and the books and records of the Borrower under Sections 5.1 and 5.3 of the Agreement; and (e) to participate in proceedings in the event of an event of Default under Section 9.1 hereof.

GRANTING CLAUSE SECOND

All monies and securities held by the Trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture;

GRANTING CLAUSE THIRD

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder; and

To HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

PROVIDED that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth

according to the true intent and meaning thereof, and shall cause the payments to be made into that Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement and the Note; otherwise this Indenture be and remain in full force and effect.

THIS TRUST 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 payments, revenues, rents and receipts hereby pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

ARTICLE I.
DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means the City of Chicago Acquisition and Construction Fund (Uptown Preservation Apartments Project), created and established in Section 6.6 of this Indenture.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Loan Agreement dated as of January 1, 2007, by and between the City and the Borrower, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement.

"Authenticating Agent" means the Trustee or the Paying Agent.

"Available Moneys" mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Borrower to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) which have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Borrower, any affiliate or general partner of the Borrower, the City or any person which is an "insider" of any such person within the meaning of Title 11 of the United States Code, as amended (the "Bankruptcy Code"); (v) the proceeds of any obligations issued to refund the Bonds (and the proceeds of the investment thereof); and (vi) any other moneys or securities, if there is delivered to the Trustee at the time of issuance and sale of such Bonds an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder, and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term "Available Moneys" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"Bank" means initially, _____ Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to Section 5.7(c) or Section 5.7(d) of the Agreement, its successors in such capacity and their assigns.

"Beneficial Owners" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Depository as a participant or indirect participant.

"Bond" or "Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007 of the City, in the original aggregate principal amount of $_____ issued pursuant to this Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Borrower, the Bank and the Trustee.

"Bond Fund" means the City of Chicago Bond Fund (Uptown Preservation Apartments Project), created and established by Section 6.2 of this Indenture.

"Bond Ordinance" means the ordinance adopted by the City Council of the City on [December ____, 2006], which authorizes the issuance of the Bonds.

"Bond Purchase Fund" means the City of Chicago Bond Purchase Fund (Uptown Preservation Apartments) created and established by Section 6.8 of this Indenture.

"Bond Registrar" means _____, Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"Bondholder" or "holder" or "owner" of a Bond means the Registered Owner of such Bonds.

"Borrower" means Community Housing Partners XI L.P., an Illinois limited partnership, its successors and assigns.

"Borrower Bonds" means any Bonds (i) owned or held by the Borrower or the City or an agent of the Trustee for the account of the Borrower or the City or (ii) with respect to which the Borrower or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Borrower or the City.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the designated corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the least of (a) __ percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ___ percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"City" means the City of Chicago, party of the first part to this Indenture, and its lawful successors and assigns.

"Code" means the federal Internal Revenue Code of 1986, as amended, and any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Conversion Date" means the date on which the Fixed Rate on the Bonds is effective pursuant to Section 2.2 hereof.

"Cost" or "Costs" means any cost in respect of the Project permitted under the Agreement.

"Depository" means DTC, or any other person who shall be an owner of all Bonds directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Borrower, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a "clearing agency" within the meaning of Section 17 A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code). No event described in clause (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

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

"Event of Default" means any occurrence or event specified as such in Section 9.1 hereof

"Fixed Rate" means the interest rate to be borne by the Bonds on and after the Conversion Date, established in accordance with Section 2.2 hereof.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof

"Fixed Rate Period" means the period from and after the Conversion Date until the maturity date of the Bonds.

"Governmental Obligations" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time supplemented and amended.

"Interest Payment Date" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) of the Agreement, and any extensions or amendments thereof.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time to time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's or S&P, written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds)

and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"Note" means the promissory note of the Borrower made payable to the Trustee pursuant to Section 4.2(a) of the Agreement.

"Offering Document" means the offering documents related to the sale or placement of the Bonds dated _____, 2007, among the City, the Borrower and the Underwriter, as from time to time supplemented and amended.

"Outstanding" or "Bonds outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Paying Agent" means the Bond Registrar, serving as paying agent pursuant to this Indenture.

"Project" means the acquisition, rehabilitation and equipping of the Project Facilities.

"Project Facilities" means, collectively, the real estate and other property located at 900 West Windsor Avenue, 4431 North Clifton Avenue, and 927 West Wilson Avenue, Chicago, Illinois, including all of the buildings and improvements to be erected or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

"Proposed Conversion Date" means any Interest Payment Date designated by the Borrower as the Conversion Date under this Indenture.

"Purchased Bonds" has the meaning set forth in Section 6.9 hereof.

"Rating Agency" means S&P, Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Borrower and the Bank.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Record Date" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"Registered Owner" means the person or persons in whose name or names a Bond is registered on the registration books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means the initial Reimbursement Agreement dated as of January 1, 2007, between the Borrower and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(b), Section 5.7(c) or Section [5.7(d)] of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"Remarketing Agent" means _____, and any successors thereto, appointed in accordance with Section 10.11 hereof.

"Remarketing Agreement" means the Remarketing Agreement dated as of January 1, 2007, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City and dated _____ and accepted by DTC.

"Revenues" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Note, and all receipts of the

Trustee credited under the provisions of this Indenture against said amount payable, including all moneys drawn by the Trustee under the Letter of Credit to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trustee under Sections 6.1 and 6.7 hereof, and (iii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund, including income on investments of the Bond Fund and the Acquisition and Construction Fund.

"S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"State" means the State of Illinois.

"Stated Expiration Date" means the [fifteenth] day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"Substantial User" means "substantial user" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"Tax Agreement" means the Arbitrage and Tax Regulatory Agreement dated as of the date of issuance of the Bonds, among the Borrower, the City and the Trustee.

"Tender Agent" means _____, Chicago, Illinois, serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

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

"Trustee" means _____, Chicago, Illinois, an Illinois state banking corporation and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"Underwriter" means _____ and _____, Chicago, Illinois, and any successors thereto.

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"Variable Rate" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period as established in Section 2.2 hereof.

"Variable Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Variable Rate Period" means the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of the Bonds.

ARTICLE II.
THE BONDS

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds. The total principal amount of Bonds that may be issued is hereby expressly limited to $_____ except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed $_____, and shall deliver the Bonds upon the request of the City.

Section 2.2. Issuance of Bonds; Disposition of Proceeds. The Bonds shall be designated "City of Chicago, Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007," and shall be in the aggregate principal amount of $_____. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof, during the Variable Rate Period, and in denominations of $5,000 and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on January 1, 20__ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on [February 1,] 2007, on the first Business Day of each calendar month thereafter and on the Conversion Date (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or the maturity date of the Bonds and during the Fixed Rate Period on the first day of the [January] or [July] immediately following the Conversion Date and on the first day of each [January] and [July] thereafter (each a "Fixed Rate Interest Payment Date"), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of it calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of 360 days consisting of twelve 30-day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately

preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the [Wednesday] of the next week at the Variable Rate for such interest rate period (an "Interest Rate Period") as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the [Wednesday] of the immediately following week, at a rate of [____] percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the [Wednesday] of each week succeeding the initial delivery date (or the immediately preceding Business Day if any such [Wednesday] is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission, promptly confirmed in writing, to the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined [if not greater than the Cap Rate] shall be the interest rate on the Bonds for the immediately following Interest Rate Period; provided that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such Interest Rate Period. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Tender Agent shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least 45 days prior to the Proposed Conversion Date, together with the written consent of the Bank to such conversion. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of

the principal amount thereof, and on such date shall give notice by electronic transmission or telephone, promptly confirmed in writing, of the interest rate so determined to the City, the Trustee, the Borrower, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. If all conditions to the establishment of the Fixed Rate are not met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the owners from time to time of all the Bonds.

Notwithstanding any term or provision hereof to the contrary, there shall be no Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to Bonds in the Fixed Rate Period, unless the Trustee shall have received an opinion of Bond Counsel to the effect that the addition or extension of any Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to the Bonds in the Fixed Rate Period will not have an adverse effect on the exclusion of interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is _____ % per annum, from and after _____."

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be applied as provided in Section 2.10 hereof.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the City with the manual or electronic transmission signature of its Mayor and shall have impressed or imprinted thereon the official seal of the City or a electronic transmission thereof and shall be attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk. All authorized electronic transmission signatures shall have the same force and effect as if manually signed. If any official whose signature or a electronic transmission of whose signature

shall appear on the Bonds shall cease to be such official before the authentication or delivery of such Bonds, such signature or such electronic transmission shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, are special, limited obligations of the City, payable solely from the Revenues and are a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Tender Agent and pledged to the payment of the Bonds, and the Revenues, which Revenues shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The Bonds are not an indebtedness of the City or a charge against its general credit or the general credit taxing powers of the State, the City, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the City, and neither the City, 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 Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the City, payable solely out of the Revenues and receipts of the City derived pursuant to the Agreement. No owner of the Bonds has the right to compel any exercise of the taxing power of the State, the City or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or agreement in this Indenture against any official of the City, or any official, officer, agent, employee or independent contractor of the City or any person executing the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Indenture 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 City in his or her individual capacity and neither any official of the City nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.4. Authentication. No Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth has been duly executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of and premium, if any, and interest on the Bonds is payable in lawful money of the United States of America only at the designated corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided that on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond if such Registered Owner is the Registered Owner of at least $1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner gives written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing):

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.

2. The Note, the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Offering Document and the Remarketing Agreement.

3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.

4. Evidence of recordation of the Land Use Restriction Agreement.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new

Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within 15 days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and Exchange of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the designated corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the designated corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the 10th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to

satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit. Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Borrower. If the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Borrower to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of $100,000 or more, the Trustee may, and at the request of the Bank shall, reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for the number of days of interest coverage then specified in the Letter of Credit at the Cap Rate.

Section 2.10. Application of Bond Proceeds. The proceeds of the Bonds shall be deposited with the Trustee, as follows:

(a) Accrued interest, if any, shall be deposited in the Principal and Interest Account of the Bond Fund;

(b) $_____ shall be deposited in the Capitalized Interest Subaccount of the Bond Fund to pay capitalized interest on the Bonds through [January __, 2008] and

(c) $_____ shall be deposited in the Acquisition and Construction Fund.

Section 2.11. Book Entry System. Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee and the Borrower shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred

to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Trustee and the Borrower shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds tendered for purchase or (iv) any consent given by DTC as owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Borrower and the Trustee may treat DTC or any successor Depository as, and deem DTC or any successor Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through DTC Participants pursuant to DTC's operating procedures as in effect from time to time.

Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System. If (a) the City or the Borrower determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Borrower determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede

& Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III.
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) Optional Redemption. On or prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to and in accordance with Sections 7.2 and 7.3 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds also are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

YEARS REMAINING FROM CONVERSION DATE UNTIL FINAL MATURITY OF THE BOND TO BE REDEEMED	FIRST DAY OF REDEMPTION PERIOD	REDEMPTION PRICES
More than 10 years	Eighth Anniversary of Conversion Date	102% declining by 1 % on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
More than seven but not more than ten	Sixth Anniversary of Conversion Date	101 % declining by 1 % on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
Seven years or fewer	Bonds not callable	

Notwithstanding any provision in this Indenture or the Bonds to the contrary, the Indenture and the Bonds may be amended as of the Conversion Date upon the request of the Borrower, without the consent of any of the Bondholders, to change the redemption provisions applicable during the Fixed Rate Period to such redemption provisions as are acceptable to the Borrower provided that the Borrower provides an opinion of Bond Counsel to the Trustee to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation and obtains the prior written consent of the Bank if the Bonds are then held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit.

(b) Extraordinary Optional Redemption. After the Conversion Date, at the option of the Borrower, with the prior written consent of the Bank, the Bonds are subject to redemption as a whole prior to maturity on any date at a redemption price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, within 360 days after the occurrence of anyone of the following events:

(i) the Project Facilities shall have been damaged or destroyed to such an extent that, in the opinion of the [Borrower], (x) the required restoration and repair could not reasonably be expected to be completed within a period of six months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project Facilities for normal purposes for a period of six months or more, or (z) the cost of restoration and repair would exceed 25 percent of the original cost of acquiring, rehabilitating and equipping the Project Facilities; or

(ii) title to the whole or any part of the Project Facilities or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the [Borrower], the Borrower is prevented from using the Project Facilities for normal purposes for a period of six months or more.

(c) Mandatory Redemption Upon Determination of Taxability. The Bonds are subject to mandatory redemption prior to maturity by the City from funds derived from the prepayment of the Note by the Borrower pursuant to Section 7.1 of the Agreement, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability, at a redemption price of 100 percent of the principal amount to be redeemed [(or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period)] plus accrued interest to the date fixed for redemption.

(d) Direction to Trustee to Call for Redemption. The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided that so long as the Letter of Credit is in effect, the

Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2. Partial Redemption of Bonds. In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than $100,000 during the Variable Rate Period or greater than $5,000 during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each $5,000 of face value of principal amount shall be treated as though it were a separate Bond in the denomination of $5,000, as the case may be. If it is determined that one or more, but not all of the $5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such $5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than $5,000 of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of $100,000, the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than $100,000 after giving effect to such call for redemption.

Section 3.3. Notice of Redemption. (a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Borrower or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the "Additional Redemption Notice") shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this Indenture.

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least 30 days before the date fixed for redemption by legible electronic transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4. Redemption Payments. On or prior to the date fixed for redemption, funds immediately available hereunder at the designated corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

ARTICLE IV.
TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. Purchase of Bonds at Option of Holder. The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven days immediately preceding the proposed purchase date, written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such telephonic notice, of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank, the Trustee and the Borrower on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Un surrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds as provided in Section 2.11.

Section 4.2. Mandatory Tender of Bonds. Subject to the provisions below, on or prior to the Conversion Date the owner of each Bond is required to tender such Bond to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date or (iii) a Letter of Credit Termination Date (each a "Mandatory Tender Date"), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds shall be tendered by the owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof, and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such

Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3. Procedures for Purchase of Bonds. Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof at a purchase price equal to 100 percent of the principal amount thereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds. The Bank's written consent is required for any such direction by the Borrower to the Remarketing Agent not to remarket Bonds that have been purchased with the proceeds of a draw under the Letter of Credit and the Borrower has not reimbursed the Bank for such draws.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Trustee, the Borrower, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11 :00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to

Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 2:30 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agent, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the owner, or by wire transfer to the Registered Owner thereof if the Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds gives written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof; provided that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. Duties of Tender Agent. The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Borrower, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not remarket any Bonds to the City, the Borrower, any guarantor of the Borrower's obligations under the Agreement, or any general partner of the Borrower. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

ARTICLE V.
GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2. Compliance with Code. (a) The City, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the payments derived from the security pledged hereunder or from the Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The City and the Trustee further covenant and agree that they will comply with and take the specific actions required by the Tax Agreement.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The City further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the

Agreement and the Note provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. List of Bondholders. The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Borrower, by the Bank, by the Remarketing Agent or by the owners (or a designated representative thereof) of 15 percent or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law.

Section 5.5. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Borrower thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City (except those rights reserved by the City hereunder) and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

ARTICLE VI.
REVENUES AND FUNDS

Section 6.1. Source of Payment of the Bonds. The Bonds herein authorized and all payments to be made by the City hereunder, are not general obligations of the City, but are special, limited obligations payable solely and only from the Revenues and as provided in the Agreement and in this Indenture.

The Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

Section 6.2. Creation of Bond Fund. There is hereby created by the City and established with the Trustee a Bond Fund to be designated "City of Chicago Bond Fund (Uptown Preservation Apartments Project)," which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there are hereby established accounts to be designated "Bond Fund - Principal and Interest Account" "Bond Fund - Letter of Credit Account" and "Bond Fund - Capitalized Interest Account."

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) the proceeds of the Bonds deposited in the Capitalized Interest Account pursuant to Section 2.10 hereof, (b) any amount in the Acquisition and Construction Fund directed to be paid into the Principal and Interest Account under Section 6.7 and Article VII hereof; (c) all Revenues for deposit in the Principal and Interest Account; and (d) all other

moneys received by the Trustee under and pursuant to any of the provisions of the Agreement, the Note or the Letter of Credit which are required or which are accompanied by directions that such moneys are to be paid into the Principal and Interest Account or the Letter of Credit Account, as the case may be.

Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit. Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Borrower under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof; [provided, however, that any moneys remaining in the Capitalized Interest Account on the Completion Date (as defined in the Agreement) shall be transferred to the Acquisition and Construction Fund.]

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds, provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

[(b) moneys on deposit in the Bond Fund - Capitalized Interest Account, which moneys may only be applied to pay interest on the Bonds;]

(c) moneys transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.4 of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(d) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(e) payments made by the Borrower pursuant to the Note and Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(f) all payments made by the Borrower pursuant to the Note and Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(g) all other amounts received by the Trustee under and pursuant to the Agreement, the Note or from any other source when required or accompanied by directions by the Borrower that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Purchased Bonds or any Borrower Bonds. Any such moneys drawn under the Letter of Credit shall be deposited and held in the Bond Fund - Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Borrower under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (f) above and any amounts referenced in clauses (b) and (c) above shall be paid by the Trustee to the Bank and applied against the Borrower's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement to pay principal and interest on the Bonds.

Immediately following any draw under the Letter of Credit, the Trustee shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Borrower specifying or confirming the amount so drawn on the Letter of Credit.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the City, and the City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund and transfer same to the Paying Agent to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 6.6. Creation of Acquisition and Construction Fund. There is hereby created by the City and established with the Trustee a trust fund to be designated the "City of Chicago Acquisition and Construction Fund (Uptown Preservation Apartments Project)," which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7. Payments into Acquisition and Construction Fund; Disbursements. A portion of the proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund as provided in Section 2.10(c) hereof. All moneys in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as Exhibit A hereto in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Borrower upon the written request of the City or the Borrower, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8. Creation and Sources of Bond Purchase Fund. There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (Uptown Preservation Apartments Project)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 a.m. New York time on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in

the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Borrower pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9. Use of Moneys in the Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Borrower under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys under clause (iv) of the definition thereof;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Borrower pursuant to Section 4.2(e) of the Agreement; and

(v) any other moneys received by the Trustee which are required to be paid into the Bond Purchase Fund or which are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above ("Purchased Bonds ") shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds (the "Bond Purchase Draw Amount"), which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by electronic transmission, that upon payment to the Bank of the Bond Purchase Draw Amount, the Letter of Credit shall be reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or electronic transmission, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direction of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Borrower, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such

purchase date is not a Business Day), the Trustee shall immediately request from the Borrower funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(e) of the Agreement by directing that the Borrower deposit such funds with the Tender Agent at its designated corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower, the purchase price of which Bonds was paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Borrower as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Borrower under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Borrower under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Borrower to the Bank under the Reimbursement Agreement have been satisfied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Borrower.

Section 6.10. Non-Presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benefit of such persons, if any, for five years after the date upon which such moneys were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Acquisition and Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase

Fund under any provision of this Indenture shall be held by the Trustee and the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specific Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys which have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.12. Repayment to the Borrower and the Bank from Bond Fund and Bond Purchase Fund. Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement, the Note and the Letter of Credit, shall be paid to the Borrower or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be canceled and delivered to the Borrower.

Section 6.13. Additional Payments Under the Agreement. Pursuant to Section 4.2(c) of the Agreement the Borrower has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

ARTICLE VII.
INVESTMENT OF MONEYS

Any moneys held as part of the Acquisition and Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in accordance with the provisions of Section 3.5 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than 30 days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any 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 for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding the foregoing, interest accruing thereon and profits realized from investments in the Acquisition and Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Section 6.3 hereof. The Trustee, at the direction of the Borrower, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, as specified in such

direction, whenever the cash balance in the Acquisition and Construction Fund is insufficient to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund which mature earliest.

Any moneys held as part of the Bond Purchase Fund shall not be invested or reinvested by the Tender Agent.

ARTICLE VIII.
DISCHARGE OF LIEN

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to he made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufficient to make such payment, or (2) Governmental Obligations purchased with Available Moneys (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufficient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the

Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency then rating the Bonds that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Borrower, on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);

(b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Borrower also be invested and reinvested in Governmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and

dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

ARTICLE IX.
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

(a) Failure to pay interest on any Bond when such interest shall have become due and payable;

(b) Failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;

(c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;

(d) Receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or of the occurrence of an "Event of Default" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;

(e) Receipt by the Trustee of written notice from the Bank of the occurrence of an "'Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;

(f) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(g) The occurrence of an "Event of Default" under the Agreement.

Section 9.2. Acceleration. Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence and continuance of any other Event of Default hereunder, but subject to the rights of the Bank pursuant to Section 9.4 hereof, the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds

then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1 (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; provided that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3. Other Remedies; Rights of Bondholders. Subject to the rights of the Bank pursuant to Section 9.4 hereof, upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. Subject to the rights of the Bank pursuant to Section 9.4 hereof, if an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1 (1) hereof, the Trustee shall and in its own name:

(a) By mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable under the Agreement and the Note and to require the City to carry out any other provisions of this Indenture for the benefit of the Bondholders;

(b) Pursue any and all remedies available to it under the Agreement;

(c) Bring suit upon the Bonds;

(d) By action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the

Trustee or the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event or Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event or Default or shall impair any rights or remedies consequent thereon.

Section 9.4. Right of Bank and Bondholders to Direct Proceedings. Subject to the provisions of Section 10.1 (1) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver. Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7. Application of Moneys. All moneys (other than moneys derived from a drawing under the Letter of Credit) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to

Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with litigation against the Bank resulting from the Bank's failure to honor a properly presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund - Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Borrower Bonds), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Borrower Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

THIRD - To the payment of the obligations of the Borrower due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

FOURTH - To the payment of the principal of, premium, if any, and interest on Borrower Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied First, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Borrower Bonds), ratably, according to the amounts due respectively for principal and interest, to

the persons entitled thereto without any discrimination or privilege, Second, to the payment of the obligations of the Borrower due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement), and Third, to the payment of principal of and interest on Borrower Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof if the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to he paid on such date shall cease to accrue; provided that if the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 9.9. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section 10.1 (h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such

action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1 (1), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for 60 days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.11. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee,

in connection with such default shall have been paid or provided for; provided that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of (i) 35 days (or 185 days if the Bonds are then in the Fixed Rate Period), plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1 (e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12. Notice of Defaults Under Section 9.1 (f); Opportunity of the City and the Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Borrower, the Bank and the Remarketing Agent by the Trustee or to the City, the Borrower, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a "Notice of Default" hereunder, and the City and the Borrower shall have had 90 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 9.13. Remedies Not Exclusive. No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE X.
TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default which may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred hereunder (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the owner of Bonds secured hereby with the same rights which it would have if it were not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to

this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Borrower Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement and the Note, the Trustee or the Bond Registrar shall have the right, but shall not be required, to

demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Trustee is required to draw on the Letter of Credit pursuant to its terms and without indemnification from any party.

Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee, the Bond Registrar and the City. The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee shall have a first lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture and (iv) to cause a mandatory tender of the Bonds when required to do so by the terms of the Indenture.

Section 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1 (h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by first class mail, postage prepaid, to the

owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. Successor Trustee, Bond Registrar or Tender Agent. Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which anyone of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which anyone of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Register or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6. Resignation by the Trustee; Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender Agent may at any time resign from the trusts hereby created by giving 30 days' written notice by first class mail, postage prepaid, to the City, the Borrower, the Bank, the Remarketing Agent and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by (i) the City, at the written request of the Borrower, delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Bank and to the Remarketing Agent, and (ii) an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Borrower, to the Bank and to the Remarketing Agent, and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agent by Bondholders or City. If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or

liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Borrower, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within 45 days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing in the state of its incorporation, or under national banking laws, as applicable, and have a reported capital and surplus of not less than $50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms and applicable law. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates,

properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10. Appointment of Successor Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the City, the Trustee, the Borrower, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the City shall

fail to deliver the same within 15 days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Appointment of a Remarketing Agent. The City and the Borrower shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Borrower in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. _____ is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Borrower, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Borrower and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the City, the Borrower, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Borrower by an instrument filed with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Borrower shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Borrower and the Bank with the City, the Remarketing Agent and the Trustee.

Section 10.12. Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent. _____, Chicago, Illinois, is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds. _____ shall execute an instrument whereby it acknowledges and accepts its duties as Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent hereunder.

Section 10.13. Notices to Rating Agencies. The Trustee shall provide Moody's or S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of

Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

ARTICLE XI.
SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for anyone or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) To permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;

(e) To make further provisions for a book-entry system of registration for the Bonds;

(f) To provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit, provided that the Borrower provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation and will not have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

(g) To secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

(h) To make any other change which in the sole determination of the Trustee does not materially adversely affect the owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or 100 percent, as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consent of Borrower and Bank. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. 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 given by first class mail, postage prepaid, to the Borrower and the Bank at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower, as the case may be, on or before 4:30 P.M., local time, at the designated corporate trust office of the Trustee, on the fifteenth day after the mailing of said notice. Prior to the execution of any supplemental indenture which affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XII.
AMENDMENT OF AGREEMENT AND NOTE

Section 12.1. Amendments, Etc., to Agreement and Note Not Requiring Consent of Bondholders. The City and the Trustee may, without the consent of or notice to the Registered

Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2. Amendments, Etc., to Agreement and Note Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement or the Note, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated corporate trust office of the Trustee for inspection by all owners.

Section 12.3. Consent of Bank. Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not

become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by the first class mail, postage prepaid, to the Bank at least 15 days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Agreement or the Note, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XIII.
AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT

Section 13.1. Amendment of Letter of Credit. The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; (ii) to obtain a credit rating on the Bonds from a Rating Agency; (iii) to effect a transfer thereof to a successor Trustee; (iv) to effect an extension of the terms thereof; (v) to effect a reduction or reinstatement thereof in accordance with its terms; or (vi) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds; provided that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than 100 percent in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2. Substitute Letters of Credit. The parties hereto acknowledge that the Borrower may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 5.7 of the Agreement. Upon receipt by the Trustee from the Borrower of notice that the Borrower intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof, whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than 10 Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's

acceptance of the proposed Letter of Credit will be contingent upon fulfillment of the requirements of Section 5.7(c) of the Agreement.

ARTICLE XIV.
MISCELLANEOUS

Section 14.1. Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners may be in any number of concurrent documents and may be executed by such owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Borrower or any person related to the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Borrower.

Notwithstanding the foregoing paragraph, Bonds owned by the Borrower or any person related to the Borrower shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Borrower; provided that in such event the Borrower may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Borrower or any person related to the Borrower are the owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the owners thereof for purposes of federal income taxation.

Section 14.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3. Notices. Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:
City of Chicago
Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing

With a copy to:
City of Chicago
Office of the Corporation Counsel
121 North LaSalle Street,
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
Office of the Chief Financial Officer
City Hall
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Borrower:
Community Housing Partners XI L.P.
c/o Chicago Community Development Corporation.
36 S. Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: Anthony J. Fusco, Jr.

With a copy to: Duane Morris LLP
227 W. Monroe Street
Suite 3400
Chicago, Illinois 60606
Attention: Douglas J. Antonio

If to the Trustee: _____
_____
Chicago, Illinois _____
Attention: Corporate Trust Department
Phone: _____
Fax: _____

If to the Remarketing Agent: _____
_____
_____
Attention: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.4. Payments Due on Non-Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.5. Action by Borrower. Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Borrower, such action may be taken by an Authorized Borrower Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.6. Counterparts. This 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 14.7. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective designated corporate trust offices are located.

Section 14.8. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 14.9. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.10. Provisions for Payment of Expenses. The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesting such execution.

Section 14.11. Severability. If any provision of this 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 whatsoeve

Section 14.12. Third Party Beneficiary. The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

IN WITNESS WHEREOF, the City of Chicago and _____ have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

_____, _____ as Trustee,
Paying Agent and Bond Registrar

(Seal)
Attest
By: _____

By: _____

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Requisition Certificate.

Requisition Number _____

Date _____

Requisition Certificate.

To: _____ as Trustee Under The Series 2007 Trust Indenture Dated As Of January 1, 2007, Between City Of Chicago And The Trustee, And Series 2007 Loan Agreement Dated As Of January 1, 2007, Between The City And The Borrower.

The undersigned hereby requests that the following amounts be paid to the following payees for the following Costs of the Project as defined in the above mentioned Loan Agreement:

Amount	Source	Payee And Address	Description

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, rehabilitation and equipping of

the Project or the payment of interest on the Bonds, have been properly incurred and are a proper charge against the Acquisition and Construction Fund or the Bond Fund -- Capitalized Interest Account, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Acquisition and Construction Fund or the Bond Fund -- Capitalized Interest Account, and that such amounts are costs which can be capitalized for federal income tax purposes to the extent required by Section 142 of the Internal Revenue Code of 1986, as amended, (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, rehabilitation and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors, mechanics, laborers, materialmens, statutory or similar lien upon the Project or any part thereof; (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any monies from the Acquisition and Construction Fund or the Bond Fund -- Capitalized Interest Account in any previous or pending application for payment made pursuant to the Loan Agreement; (iv) payment of this Requisition will not breach any limitation on disbursements contained in the Project Certificate (as defined in the Loan Agreement); (v) the amount remaining in the Acquisition and Construction Fund after payment of the amount(s) requested in this Requisition, the reasonable estimate of investment income thereon, plus funds of the Borrower available for such purpose will, after payment of the amount(s) requested hereby, be sufficient to pay the cost of completing the Project; and (vi) the amount(s) requested hereby are "Costs" permitted by the Agreement and the Indenture.

Approved:

Community Housing Partners XI L.P.

_____

_____

Authorized Borrower Representative

By: _____

Title: _____

Exhibit "C".
(To Ordinance)

City Of Chicago

And

Community Housing Partners XI L.P.

Loan Agreement

Dated As Of January 1, 2007

Relating To

City Of Chicago
Variable Rate Demand Multi-Family Housing Revenue Bonds
(Uptown Preservation Apartments Project) Series 2007.

THIS LOAN AGREEMENT dated as of January 1, 2007 (the *"Agreement"),* is by and between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the *"City"),* and Community Housing Partners XI L.P., an Illinois limited partnership (the *"Borrower"),* the general partners of which are (i) Chicago Community Development Corporation, an Illinois corporation, the owners of which include Anthony J. Fusco, Jr. and Daniel Burke, and (ii) Uptown Preservation NFP, an Illinois not-for-profit corporation, and the limited partners will consist of various investors.

RECITALS:

WHEREAS, the City plans to undertake the financing of a portion of the costs of the acquiring, rehabilitating and equipping of an affordable multi-family housing project to be located at 900 West Windsor Avenue, 4431 North Clifton Avenue and 927 West Wilson Avenue, Chicago, Illinois (the *"Project* "), by issuing its $_____ Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007 (the *"Bonds* "); and

WHEREAS, the City intends to loan the proceeds of sale of the Bonds to the Borrower to acquire, rehabilitate and equip the Project; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture (the *"Indenture")* of even date herewith from the City to _____, Chicago, Illinois, as trustee (the *"Trustee* "); and

WHEREAS, the Borrower's obligations to repay the loan are evidenced by this Agreement and the Borrower's execution and delivery to the Trustee of its promissory note (the *"Note")* concurrent herewith; and

WHEREAS, the Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable letter of credit issued by _____, Chicago, Illinois (the *"Bank"),* in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the *"Letter of Credit* "); and

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided that in the performance of the agreements of the City herein contained, any obligation it may thereby incur shall not constitute a debt of the City, or a charge against its general credit, but shall be payable solely out of the revenues and receipts derived from this Agreement, the Note, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from drawings under the Letter of Credit, all as herein provided):

ARTICLE I.

DEFINITION OF TERMS

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

"Acquisition and Rehabilitation Period" means the period between the beginning of the acquisition, rehabilitation and equipping of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Affordable Housing Loan" has the meaning set forth in the Bond Ordinance.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Alternate Credit Facility" means a surety bond, an insurance policy or any other credit facility not constituting an irrevocable, direct-pay letter of credit delivered to the Trustee pursuant to Section 5.7(d) hereof.

"Authorized Borrower Representative" means such person at the time and from time to time designated to act on behalf of the Borrower by written certificate furnished to the City, the Trustee and the Bank, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"Bank" means initially _____, Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit pursuant to Section 5.7(c) hereof, its successors in such capacity and their assigns.

"Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007 of the City, in the original aggregate principal amount of $_____ issued pursuant to the Indenture.

"Borrower" means Community Housing Partners XI L.P., an Illinois limited partnership, and its successors and assigns.

"City" means the City of Chicago, and its lawful successors and any assigns.

"Completion Date" means the earlier of (i) [_____, 2008] or (ii) the date of completion of the Project, as that date shall be certified as provided in Section 3.4 hereof

"Cost of the Project" means the sum of the items authorized to be paid from the Acquisition and Construction Fund pursuant to the provisions of (a) through (i) of Section 3.3 hereof.

"Event of Default" means any occurrence or event specified as such and defined as such by Section 6.1 hereof.

"Indenture" means the Trust Indenture dated as of January 1, 2007, by and from the City to the Trustee, as from time to time supplemented and amended.

"Investment Obligations" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Borrower is not the obligor:

(a) Governmental Obligations;

(b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state

banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;

(e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;

(f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, provided that (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to 100 percent of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens;

(g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and

(h) any other obligations agreed upon in writing by the Bank and the Borrower.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) hereof, and, unless the context or use indicates another or

different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) hereof, and any extensions or amendments thereof.

"Note" means the promissory note of the Borrower made payable to the Trustee, delivered by the Borrower pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Borrower to repay the loan made hereunder.

"State" means the State of Illinois.

"Trustee" means the Trustee at that time serving as such under the Indenture.

The words *"hereof," "herein," "hereunder"* and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only, and shall not define or limit the provisions hereof.

ARTICLE II.

REPRESENTATIONS

Section. 2. 1. *Representations of the City.* The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The City has issued the Bonds for the purpose of financing a portion of the costs of the Project.

(c) To the knowledge of the undersigned representatives of the City, neither the execution and delivery of the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement materially conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.2. *Representations of the Borrower.* The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the State, is authorized to conduct business and is in good standing in the State, is not in violation of any provision of its agreement or certificate of limited partnership, has the power to execute and deliver this Agreement, the Note and the Land Use Restriction Agreement, to enter into the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of the Note, this Agreement and the Land Use Restriction Agreement and the performance of its obligations hereunder and thereunder.

(b) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or which would affect its existence or authority to do business, the completion of the Project, the validity of any document to which it is a party or the performance of its obligations thereunder.

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note or the Land Use Restriction Agreement, do not and will not conflict with or constitute or result in a default under or violation of: (i) the Borrower's agreement or certificate of limited partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(d) The Borrower has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of this Agreement, the Note and the Land Use Restriction Agreement and the performance by the Borrower of its obligations hereunder and thereunder, and that are required for the operation of the Project Facilities.

(e) The Borrower has taken all necessary action required to make this Agreement, the Note and the Land Use Restriction Agreement the valid obligations of the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note and the Land Use Restriction Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land Use Restriction Agreement will not, to the knowledge of Borrower, conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(g) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(h) The estimated cost of acquiring, rehabilitating and equipping the Project, inclusive of financing costs, exceeds $_____.

(i) At least 95 percent of the Bond proceeds will be used to finance on-site or off-site costs of the Project and such costs will have been incurred with respect to work performed or materials purchased after _____.

(j) At least 95 percent of the moneys set aside in the Acquisition and Construction Fund for the Project under the Indenture, constituting a portion of the proceeds from the sale of the Bonds, will be used to provide amounts paid or incurred on or after _____ chargeable to the Project's capital account, either with a proper election by the Borrower (for example, under Section 266 of the Code), or but for a proper election by the Borrower to deduct such amounts.

(k) At least 95 percent of the Project financed or reimbursed with the proceeds of the Bonds (determined separately on the basis of cost and square footage) constitutes "residential rental property" within the meaning of the Code.

(l) The average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project Facilities determined in accordance with Section 147(b) of the Code.

(m) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the loans to be funded by the City for the Borrower.

(n) Until payment in full of all of the Bonds, unless the City shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) any pledge relating to syndication of the Project or any grants or loans provided through Chicago's Affordable Housing Program, (iii) any lien, including, without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part

of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company acceptable to the Trustee, (iv) any lien or obligations relating to the Letter of Credit or any Alternate Credit Facility, (v) any mortgage, lien or other encumbrance described in the Bond Ordinance and granted on or prior to the date of issuance of the Bonds to finance a portion of the Costs of the Project and (vi) such other pledges as may be approved in writing by the City.

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(p) The Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(q) If the Borrower becomes aware of any situation, event or condition which it believes would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

ARTICLE III.

ACQUISITION, REHABILITATION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS

Section 3.1. *Acquisition, Rehabilitation and Equipping of the Project Facilities; Title.* The Borrower agrees that it will acquire, rehabilitate and equip or complete the acquisition and equipping of, the Project Facilities substantially in accordance with the plans and specifications therefore, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), which plans and specifications shall be made available to the City, the Trustee on written request.

Except as otherwise disclosed to the Trustee, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, rehabilitate, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2. *Agreement to Issue Bonds; Application of Bond Proceeds.* In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of

$_____ bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3. *Disbursements from the Acquisition and Construction Fund.* The City authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the moneys in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, rehabilitation and equipping of the Project.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, rehabilitation and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, rehabilitation and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction, rehabilitation or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds during the construction period of the Project (and thereafter with the approving opinion of Bond Counsel) or fees for credit

enhancement arrangements applicable to the Bonds to the extent such fees constitute a reasonable charge for the transfer of credit risk.

(i) Payment of any other costs permitted by the Constitution and laws of the State.

All moneys remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in *Exhibit A* to the Indenture) signed by the Authorized Borrower Representative and approved in writing by the Bank.

Section 3.4. *Establishment of Completion Date; Obligation of Borrower to Complete.* The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, rehabilitation and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Project Certificate delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City and the Trustee promptly after the Project shall have been completed.

Within 10 days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (provided that, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (provided that, if Bonds are purchased at an

amount in excess of the principal amount thereof, the Borrower shall pay such excess out of other funds) for the purpose of cancellation, (c) subject to written consent of the Bank, to repay the City for costs of the Project paid with the proceeds of the Affordable Housing Loan, or (d) subject to the written consent of the Bank, to pay any additional Costs of the Project not provided for by the retention described in the first sentence of this paragraph, provided, in the case of clauses (c) and (d), that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation until used for one or more of the foregoing purposes. Such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the moneys in the Acquisition and Construction Fund available for payment of the Cost of the Project are not sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Fund. The City does not make any warranty, either *express* or implied, that the moneys which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City or from the Trustee, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5. *Investment of Moneys.* Any moneys held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any moneys held as a part of the Bond Fund (including any moneys held for the payment of a particular Bond) shall be invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said moneys be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and

any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any moneys held as part of the Bond Purchase Fund shall not be invested.

ARTICLE IV.

REPAYMENT PROVISIONS

Section 4.1. *Bond Proceeds.* The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 hereof.

Section 4.2. *Repayment of the Loan and Payment of Other Amounts Payable.* (a) As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its Note to the Trustee in the principal amount of $_____. The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on [January 1], 20___, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as *Exhibit A* attached hereto and made a part hereof. The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term *"Excess Amount"* as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Borrower also agrees to pay to the City its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(c) The Borrower also agrees to pay to the Bond Registrar, the Tender Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, and (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Placement Agent, the Bond Registrar and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(d) The Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent.

(f) If the Borrower is in default under any provision of this Agreement or the Land Use Restriction Agreement, after giving effect to applicable notice and cure provisions the Borrower also agrees to pay to the City and the Trustee all fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(g) Upon the written demand of the Trustee, the Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United

States of America pursuant to the Tax Agreement, to the extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the general partner of the Borrower shall pay such amounts. The obligation of the general partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made by such general partner against the revenues and assets of the Project Facilities. The general partner's obligation to make such payments in its personal capacity shall be evidenced by the general partner's execution and acceptance of this Agreement.

(h) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds if and when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsections (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3. *No Defense or Set-off; Unconditional Obligation.* The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Note and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty,

liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4. *Assignment and Pledge of Issuer's Rights.* As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Trustee.

ARTICLE V.

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1. *Issuer's and Trustee's Right of Access to the Project.* The Borrower agrees that during the term of this Agreement the City and the Trustee and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2. *Release and Indemnification Covenants.* (a) The Borrower shall indemnify and hold the City (including any official, agent, officer, director or employee thereof and counsel to the City) harmless against any and all claims asserted by or on behalf of any person, firm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the financing, design, construction, rehabilitation, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land Use Restriction Agreement, any other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, firm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, (iv) any act, failure to act or unintentional misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or proceeding is brought against the City by reason of any such claim, such action or proceeding shall be defended against by counsel as the City shall determine, and the Borrower shall indemnify the City for costs of such counsel. The Borrower upon notice from the City shall defend such an action or proceeding on behalf of the City. The Borrower shall also indemnify the City from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of the City, or any official, officers, employees, agents or representatives of the City acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, any person who "controls" the Bond Registrar or the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Placement Agent, the Remarketing Agent, the Bond Registrar or the Trustee (collectively called the *"Indemnified Parties")* harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, rehabilitation, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Indemnified Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Anyone or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settlement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties.

(c) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, title and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnification, as well as the reasonable costs and expenses of defending against any claim of liability.

Section 5.3. *Records of Borrower.* The City and the Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4. *Tax-Exempt Status.* (a) Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not (1) by acquisition or otherwise allow any payment out of proceeds of the Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first

use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed 15 percent of the portion of the cost of acquiring the building (including such equipment) financed with the proceeds of the Bonds, (ii) if as a result of such payment, 25 percent or more of the proceeds of the Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than 95 percent of the net proceeds of the Bonds expended at the time of such requisition would be considered as having been used for costs of the acquisition, rehabilitation, reconstruction or improvement of residential rental property within the meaning of the Code, or (iv) if such payment is used to pay issuance costs (including attorneys' fees and placement fees) in excess of an amount equal to two percent of the principal amount of the Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Borrower shall not permit (i) the proceeds of the Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of such proceeds is used for the acquisition of land (or an interest therein) to be used for farming purposes, or (ii) any of the proceeds of the Bonds to be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 5.5. *Taxes and Governmental Charges.* The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful taxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6. *Maintenance and Repair; Insurance.* The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7. *Letter of Credit.* (a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds in the form of Appendix B to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____, 20___ unless otherwise extended in

accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall he in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for 35 days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the 15th day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) Subject to the provisions of Section _____ of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, 35 days, and if the Bonds are then in the Fixed Rate Period, 185 days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the 15th day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

In order to avoid a mandatory tender of the Bonds pursuant to Section 4.2 of the Indenture, the Borrower shall, simultaneously with the delivery of the substitute Letter of Credit to the Trustee, furnish to the Trustee written evidence from each Rating Agency by which the

Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of the rating assigned to the Bonds from that which then prevails; provided that, if the Bonds are not then rated by a Rating Agency, the Borrower shall furnish to the Trustee evidence that the provider of the substitute Letter of Credit has a commercial paper credit rating from Moody's or [Fitch] at least equal to the higher of the then commercial paper credit ratings from Moody's and [Fitch] of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Bank as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in subsection (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least 15 Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the 35th day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8. *Environmental Laws.* The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9. *Annual Certificate.* The Borrower will furnish to the City and to the Trustee within 120 days after the close of the Borrower's fiscal year, a certificate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Land Use Restriction Agreement and the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the Land Use Restriction Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land Use Restriction Agreement.

Section 5.10. Borrower to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted. The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as an Illinois limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11. *Continuing Disclosure Undertaking.* If the Bonds become subject to the continuing disclosure requirements of Rule 15c2-12 (the *"Rule")* adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower shall comply with all applicable requirements of the Rule, including the execution of a continuing disclosure undertaking required by the Rule.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. *Events of Default.* The occurrence and continuation of anyone of the following shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay any amounts required to be paid as principal, premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the Trustee or the Bank. If a default other than as described in subsection (a) above is not reasonably capable of being cured within 30 days, then the City and the Trustee shall agree in writing to an extension of such time for such period as they determine reasonable prior to expiration provided that the Borrower is diligently pursuing a cure; or

(c) the dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within 90 days after the filing thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within 90 days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certificate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect, or

(e) an *"Event of Default"* shall occur and be continuing under the Indenture.

Section 6.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of

the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds, have been declared to be due and payable under the Indenture, and upon such declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3. *Agreement to Pay Attorney's Fees and Expenses.* If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under

this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements contained herein.

Section 6.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

PREPAYMENT OF NOTE

Section 7.1. *Obligation to Prepay the Note.* Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and not in part, on any date within 60 days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be 100 percent of the then outstanding principal amount of the Bonds (or 103 percent of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

Section 7. 2. *General Option to Prepay the Note.* The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, with the prior written consent of the Bank, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3. *Redemption of the Bonds.* To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be

not less than 35 days from the date the notice is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank to such redemption required by Section _____ of the initial Reimbursement Agreement or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. *Notices.* All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:

City of Chicago
Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing

With copies to:

City of Chicago
Office of the Corporation Counsel
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Office of Chief Financial Officer

If to the Borrower:

Community Housing Partners XI L.P.
c/o Chicago Community Development Corporation.
36 S. Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: Anthony J. Fusco, Jr.

With a copy to:

Duane Morris LLP
227 W. Monroe Street
Suite 3400

Chicago, Illinois 60606
Attention: Douglas J. Antonio

If to the Trustee: _____
_____
Chicago, Illinois _____
Attention: Corporate Trust Department
Phone: _____
Fax: _____

If to the Bank: _____
_____
_____
_____
_____

If to the Remarketing Agent: _____
_____
_____
Attention: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 8.2. *Assignments.* This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of title to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3. *Severability.* If any provision of this Agreement 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 whatsoever.

Section 8.4. *Execution of Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5. *Amounts Remaining in Any Fund or With Trustee.* It is agreed by the parties hereto that after payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges and expenses), (c) all other amounts required to be paid under this Agreement, the Note and the Indenture and (d) any amounts due to the City pursuant to the Affordable Housing Loan and, thereafter, any other amounts due to the City, including, but not limited to, all taxes, water bills and parking tickets owed to the City, any amounts remaining in any fund or account maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; *provided* that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement [and except to the extent any other obligations are disputed in good faith], such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated except in the manner provided in the Indenture.

Section 8.7. *Governing Law.* This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8. *Authorized Borrower Representative.* Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9. *Terms of This Agreement.* This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Underwriter and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees,

charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties as described in Section 5.2 hereof, the payment of fees and expenses of the City as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement and the resignation or removal of the Trustee.

Section 8.10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof.

Section 8.11. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

Section 8.12. *Limited Liability of City.* No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13. *Rights Under the Indenture.* With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of Section 9.12 of the Indenture, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 8.14. *Limited Liability of Borrower.* Except as provided in this Section, neither the Borrower nor its partners are personally liable for payments on the Note. The obligations of the Borrower contained in this Agreement and in the Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit.

Any judgment rendered against the Borrower for damages at law under this Agreement or the Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided herein, no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of the Agreement or the Note, or any judgment, order or decree rendered pursuant to any such actions or proceedings; provided that the limitations of this Section shall not apply to equitable remedies ordered or decreed to enforce the non-monetary covenants and agreements of this Agreement.

IN WITNESS WHEREOF, the City of Chicago and Community Housing Partners XI L.P. have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written

CITY OF CHICAGO

By:_____
Chief Financial Officer

COMMUNITY HOUSING PARTNERS XI L.P.,
an Illinois limited partnership

By CHICAGO COMMUNITY DEVELOPMENT CORPORATION, an Illinois corporation
Its: General Partner

By: _____
Its: President

(Sub)Exhibit "A" referred to in this Loan Agreement with Community Housing Partners XI L.P. reads as follows:

(Sub)Exhibit "A".
(To Loan Agreement With Community
Housing Partners XI L.P.)

Promissory Note.

For Value Received, Intending to be legally bound hereby, Community Housing Partners XI L.P., an Illinois limited partnership (the "Borrower") hereby promises to pay to _____, Chicago, Illinois, or its successors and assigns (the "Trustee"), in lawful money of the United States of America in federal or other immediately available funds, the principal amount of $_____ due on January 1, 20__, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from time to time borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on [February 1], 2007, on the first Business Day (as defined in the Indenture hereinafter referred to) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the earlier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid, and during said Fixed Rate Period on the first day of the [January or July] immediately following the commencement of said Fixed Rate Period and on the first day of each [January and July] thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate borne by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of [January 1], 2007, by and between the City of Chicago (the "City") and the Borrower (the "Agreement"), and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The

Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project) Series 2007 in the aggregate principal amount of $_____ (the "Bonds"), issued pursuant to the Trust Indenture dated as of January 1, 2007 from the City to the Trustee.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or acceleration), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the conditions of the Agreement. The obligations of the Borrower to make the payments required hereunder are absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee or out of any indebtedness or liability at any time owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared

due and payable before the stated maturity thereof, together with accrued interest thereon.

Except as provided in this paragraph, neither the Borrower nor its partners are personally liable for payments under this Note. The obligations of the Borrower contained in this Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities (as defined in the Agreement) and from the payments made by the Bank (as defined in the Agreement) to the Trustee on behalf of the Borrower under the Letter of Credit (as defined in the Agreement). Any judgment rendered against the Borrower for damages at law under this Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided in the Agreement; no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Note, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

In Witness Whereof, The Borrower has executed and delivered this Promissory Note as of the first (1st) day of January, 2007.

Community Housing Partners XI L.P., an Illinois limited partnership

By Chicago Community Development Corporation, an Illinois corporation

Its: General Partner

By: _____

Its: President

Exhibit "D".
(To Ordinance)

City Of Chicago

And

_____,
As Trustee

And

Community Housing Partners XI L.P.,
An Illinois Limited Partnership
As Owner

Land-Use Restriction Agreement

Dated As Of January 1, 2007.

This Land-Use Restriction Agreement (this "Agreement"), entered into as of January 1, 2007, by and among the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), _____, as trustee (the "Trustee") under a trust indenture, dated as of January 1, 2007 (the "Indenture"), from the Issuer to the Trustee, and Community Housing Partners XI L.P., an Illinois limited partnership (the "Owner"),

Witnesseth.

Whereas, The Issuer is issuing its Variable Rate Demand Multi-Family Housing Revenue Bonds (Uptown Preservation Apartments Project), Series 2007 (the "Bonds"), for the purpose of lending the proceeds thereof to the Owner pursuant to a Loan Agreement, dated as of January 1, 2007 (the "Loan Agreement"), between the Issuer and the Owner, to pay a portion of the costs of financing the acquisition, rehabilitation and equipping, on the tracts of real property described on (Sub)Exhibit A attached hereto, of three (3) related affordable multi-family housing projects to be located within the boundaries of the Issuer at 900 West Windsor Avenue, 4431 North Clifton Avenue and 927 West Wilson Avenue (the "Windsor Project", the "Clifton Project" and the "Wilson Project", respectively, each sometimes referred to in this Agreement as a "Project" and, collectively, as the "Projects"); and

Whereas, In order to assure the Issuer and the owners of the Bonds that interest on the Bonds 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 Projects under the Code must be established;

Now, Therefore, In consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner, the Issuer and the Trustee agree as follows:

Section 1. Term Of Restrictions.

(a) Occupancy Restrictions: With respect to each Project, the term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least ten percent (10%) of the units in such Project are first occupied, and shall end on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (ii) the first date on which no tax-exempt bond (including any refunding bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred to, with respect to each Project, as the "Qualified Project Period" for that Project).

(b) Rental Restrictions: The Rental Restrictions set forth in Section 4 hereof shall remain in effect with respect to each Project during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) Involuntary Loss Or Substantial Destruction: The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to a Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of delivery of the Bonds, which prevents the Issuer and the Trustee from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) [the portion of the Bonds allocable to such Project (as determined by a firm of nationally recognized bond counsel acceptable to the Issuer and the Trustee) is] promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement and (ii) an opinion from a firm of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely

affect the exclusion from the gross income of the owners thereof for purposes of federal income taxation of the interest on the Bonds; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) Termination: This Agreement shall terminate upon the earliest of (i) termination of all Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a) and (b) of this Section 1 or (ii) delivery to the Issuer, the Trustee and the Owner of an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions on the Projects is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) Certification: Upon termination of this Agreement, in whole or in part, the Owner and the Issuer shall execute, and the Trustee shall acknowledge, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated, and the portion of the Project to which such termination relates.

Section 2. Project Restrictions.

The Owner represents, warrants and covenants as follows:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "Regulations") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) Each Project is being acquired, rehabilitated and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the applicable Rental Restrictions and Occupancy Restrictions hereunder, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least ninety-five percent (95%) of each Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of similar construction, each containing one or

more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). Each such building or structure shall contain five (5) or more similarly constructed units.

(d) None of the residential units in any Project will at any time be used on a transient basis, nor will any Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at any Project, within the meaning of Revenue Ruling 98-47, 1998-2 C.B. 397 or any successor thereto.

(f) All of the residential units in each Project will be leased, rented, or will be available for lease or rental on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in a Project shall be required to execute a written Lease Agreement with a stated term of not less than thirty (30) days nor more than one (1) year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, et cetera) which are financed by the Bonds and included as part of a 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 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 (1) mile radius of the Project) and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in each Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(i) No portion of any Project will be used to provide any health club facility, any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions.

The Owner represents, warrants and covenants as follows:

(a) Pursuant to the election of the Issuer and the Owner in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the applicable Qualified Project Period at least forty percent (40%) of the completed residential units in each 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 sixty percent (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 80f the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as (Sub)Exhibit B (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver to the Owner the Income Certification attached hereto as (Sub)Exhibit B.

(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 thirty-one (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 one hundred forty percent (140%) of the applicable income limit, such individual or family shall cease to

qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) For purposes of satisfying the requirement that forty percent (40%) of the completed residential units of each Project be occupied by Qualifying Tenants, the following principles shall apply: (i) at the time ten percent (10%) of the residential units in a Project are occupied, forty percent (40%) of such units must be occupied by Qualifying Tenants and (ii) after ten percent (10%) of the residential units in a Project are occupied, non-Qualifying Tenants may occupy units in the Project in the number set forth in (Sub)Exhibit D hereto, but only if the Qualifying Tenants' occupancies predate the non-Qualifying Tenants' occupancies.

(g) The Lease Agreement to be utilized by the Owner in renting any residential units in a Project to a prospective Qualifying Tenant shall provide for termination of the Lease Agreement and consent by such person to eviction following thirty (30) days notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(h) All Income Certifications will be maintained on file at each Project so long as any Bonds are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable; and the Owner will, promptly upon receipt, file a copy thereof with the Issuer, and at the written request of the Trustee, with the Trustee.

(i) On the first (1st) day of each Qualified Project Period, on the fifteenth (15th) day of January, April, July and October of each year during the applicable Qualified Project Period, and within thirty (30) days after the final day of each month in which there occurs any change in the occupancy of a residential unit in a Project, the Owner will submit to the Issuer and the Trustee the "Certificate of Continuing Program Compliance" with respect to the Project, in the form attached hereto as (Sub)Exhibit C, executed by the Owner.

(j) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Projects continue to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 66520 of the Code. The Owner shall submit a copy of each such annual certification to the Issuer and the Trustee.

Section 4. Rental Restrictions.

The Owner represents, warrants and covenants that once available for occupancy, each residential unit in each Project will be rented or available for rental on a

continuous basis to members of the general public (other than (a) units for a resident manager or maintenance personnel and (b) units for Qualifying Tenants as provided for in Section 3 hereof).

Section 5. Transfer Restrictions.

The Owner covenants and agrees that, except as provided in the last sentence of this Section 5, no conveyance, transfer, assignment or any other disposition of title to a Project (a "Transfer"), shall be made prior to the termination of the applicable Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the Issuer and the Trustee, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the Issuer and the Trustee at least thirty (30) days prior to a proposed Transfer. This Section 5 shall not apply to the following: (i) the Construction Mortgage, Security Agreement, Assignment of Rents and Leases, and Financing Statement, dated as of January 1, 2007, executed and delivered by the Owner to _____; and (ii) _____ [other permitted liens?]

Section 6. Enforcement.

(a) The Owner shall permit all duly authorized representatives of the Issuer or the Trustee to inspect any books and records of the Owner regarding the Projects and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer or the Trustee which the Issuer or the Trustee 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, the Trustee and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the Issuer and the Owner covenant to take any lawful action within their control and the Trustee covenants to take any lawful action it is directed to take by the Owner, the Issuer or nationally recognized bond counsel (including amendment

of this Agreement as may be necessary, in the opinion of nationally recognized bond counsel acceptable to the Issuer and the Trustee) 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 Projects.

(d) The Owner covenants and agrees to inform the Issuer and the Trustee by written notice of any violation of its obligations hereunder within five (5) days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by either the Issuer or the Trustee, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Owner, or (ii) sixty (60) days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (B) such longer period as is specified in an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee), and as in such opinion will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer or the Trustee shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer or the Trustee shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner, the Issuer and the Trustee each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer and the Trustee, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the Issuer and the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to any Project.

(g) Nothing in this section shall preclude the Issuer or the Trustee from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 7. Covenants To Run With The Land.

The Owner hereby subjects the Projects to the covenants, reservations and restrictions set forth in this Agreement. The Issuer, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Projects throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (excluding any transferee of a limited partnership interest in the Owner) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording.

The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer or the Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Concerning The Trustee.

(a) The Trustee is executing and delivering this Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake only those duties and responsibilities specifically set forth with respect to the Trustee. With respect to matters set forth in the remaining sections of this Agreement, the Trustee has made no investigation, makes no representation and undertakes no duties or responsibilities. No implied duties or responsibilities may be read into this Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the Indenture.

(b) In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Trustee shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default or noncompliance, may assume compliance by the Owner with this Agreement unless otherwise specifically notified in writing.

(c) The permissive right of the Trustee to take actions permitted by this Agreement shall not be construed as an obligation or duty to do so.

(d) The Trustee shall be under no duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall be under no other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the Issuer.

(e) The Trustee has the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

Section 10. No Conflict With Other Documents.

The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation.

Any terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture, the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment.

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, subject to an opinion of nationally recognized bond counsel that such amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation.

Section 13. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices.

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally

delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1st) day after being sent by telegram, or on the third (3rd) day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If To The Issuer:

City of Chicago Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing

with a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If To The Trustee:

_____

_____

_____

_____

If To The Owner:

Community Housing Partners XI L.P.
In care of Chicago Community Development Corporation
36 South Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: _____

with a copy to:

_____

_____

_____

_____

with a copy to:

_____

_____

_____

_____

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.

In Witness Whereof, The parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

[Seal]

City of Chicago, Illinois, as Issuer

Attest: _____

By: _____
Chief Financial Officer

By: _____
City Clerk

Community Housing Partners XI L.P.,
an Illinois limited partnership

By: Chicago Community Development Corporation, an Illinois for-profit corporation

By: _____

Its: _____

_____
As Trustee

By: _____

Its: _____

[Seal]

Attest: _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared _____, of _____, a _____ banking corporation (the "Trustee"), known to me to be the person whose name is subscribed to the foregoing instrument, and

known to me to be the _____ of said Trustee and acknowledged to me that said individual executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Trustee.

Given under my hand and seal of office this the _____ day of _____, 2007.

_____
Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared _____ and _____, the Chief Financial Officer and City Clerk, respectively, of the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the Issuer.

Given under my hand and seal of office this the _____ day of _____, 2007.

_____
Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared _____,the_____ of Chicago Community Development Corporation ("General Partner"), an Illinois for-profit corporation and a general partner of Community Housing Partners XI L.P., an Illinois limited partnership (the "Owner"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of said General Partner and acknowledged to me that said individual executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the General Partner and said Owner.

Given under my hand and seal of office this the _____ day of _____, 2007.

_____
Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

(Sub)Exhibits "A", "B", "C" and "D" referred to in this Land-Use Restriction Agreement read as follows:

(Sub)Exhibit "A".
(To Land-Use Restriction Agreement).

(1) Windsor Project.

Legal Description:

_____

_____

_____

Address Commonly Known As:

900 West Windsor Avenue
Chicago, Illinois.

Permanent Index Numbers:

_____

_____

_____

(2) Clifton Project.

Legal Description:

_____

_____

_____

Address Commonly Known As:

4431 North Clifton Avenue
Chicago, Illinois.

Permanent Index Numbers:

_____

_____

_____

(3) Wilson Project.

Legal Description:

_____

_____

_____

Address Commonly Known As:

927 West Wilson Avenue
Chicago, Illinois.

Permanent Index Numbers:

_____

_____

_____

(Sub)Exhibit "B".
(To Land-Use Restriction Agreement)

Income Computation And Certification[1].

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("H.U.D.") Regulations (24 C.F.R. Part 5). You should make certain that this form is at all times up to date with H.U.D. Regulations. All capitalized terms used herein shall have the meanings set forth in the Land-Use Restriction Agreement, dated as of January 1, 2007, among Community Housing Partners XI L.P. (the "Owner"), the City of Chicago and _____, as Trustee.

(1) The form of Income Computation and Certification shall be conformed to any amendments made to 24 C.F.R. Part 5, or any regulatory provisions promulgated in substitution therefor.

Re: Uptown Preservation Apartments Project

_____

Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
_____	Head Spouse	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the twelve (12) month period beginning the date that I/we plan to move into a unit (i.e., _____) is $_____.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the

operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one (1) 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 eighteen (18) years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and

workers' 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 ("H.U.D.");

(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 (P.A.S.S.);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed Two Hundred Dollars ($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 (1) stipend during the same period of time);

(l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(n) earnings in excess of Four Hundred Eighty Dollars ($480) for each full-time student, eighteen (18) years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of Four Hundred Eighty Dollars ($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 C.F.R. 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in H.U.D. homeownership programs, and interests in Indian Trust land)?

☐ Yes ☐ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two (2) years at less than fair market value?

☐ Yes ☐ No

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than Five Thousand Dollars ($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 twelve (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 who during each of five (5) calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two (2) 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 of the rental housing project in which the unit is located (hereinafter 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 bonds 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 bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/We deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the 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 (2) 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 seventeen (17) years listed in Number 2 above required.]

Subscribed and sworn to before me this
_____ day of _____, 200___.

[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 Five Thousand Dollars ($5,000), enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____);

(2) multiply the amount entered in 7(C)(i) times the current pass book savings rate as determined by H.U.D. to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings ($_____), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____); and

(3) enter at right the greater of the amount calculated under (1) or (1) above: $_____

c. Total Eligible Income (Line 1.a plus line 1.b(3)): $_____

2. The amount entered in 1.c is:

_____ Less than sixty percent (60%) of Median Gross Income for the Area[2].

_____ More than sixty percent (60%) of Median Gross Income for the Area[3].

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: $_____

4. The last tenants of this apartment unit for a period of at least thirty (30) consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than sixty percent (60%) of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

_____
Owner or Manager

(2) "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 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

(3) See footnote 2.

Income Verification.
(For Employed Persons)

The undersigned employee has applied for a rental unit located in 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 Community Housing Partners XI L.P., an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the City of Chicago.

_____ _____

Signature Date

Please send to:

_____

_____

_____

Income Verification.
(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two (2) 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.

(To Be Completed Separately With Respect To Each Project)

Project: _____

The undersigned, a general partner of Community Housing Partners XI L.P., 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 January 1, 2007, among the Owner, the City of Chicago and _____, as Trustee (the "Land-Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate the following number of completed residential units in the above-captioned Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were

previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days:

Occupied by Qualifying Tenants[4] _____ Number of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days) _____ Number of Units

3. The total number of completed residential units in the Project is _____.

4. No default has occurred and is subsisting under the Land-Use Restriction Agreement.

Community Housing Partners XI L.P.,
an Illinois limited partnership

By: Chicago Community Development Corporation, an Illinois for-profit corporation

By: _____

Its: _____

(4) 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 were entitled to file a joint tax return.

(Sub)Exhibit "D".
(To Land-Use Restriction Agreement)

Ratable Rent-Up Schedule.

Total Units Occupied	Qualifying Units
1 -- 5	2
6 -- 10	4
11 -- 15	6
16 -- 20	8
21 -- 25	10
26 -- 30	12
31 -- 35	14
36 -- 40	16
41 -- 45	18
46 -- 50	20
51 -- 55	22
56 -- 60	24
61 -- 65	26
66 -- 70	28
71 -- 75	30
76 -- 80	32
81 -- 85	34
86 -- 90	36

Exhibit "E".
(To Ordinance)

Uptown Preservation Apartments Redevelopment Agreement.

This Uptown Preservation Apartments 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"**), Community Housing Partners XI L.P., an Illinois limited partnership (**"CHP"**), and Voice of the People in Uptown, Inc., an Illinois not-for-profit corporation (**"VOP"** and collectively with CHP, the **"Developer"**).

RECITALS

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

B. **Statutory Authority**: The City is authorized under the provisions of the **Tax Increment Allocation Redevelopment Act**, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. **City Council Authority**: To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on June 27, 2001: (1) "Approval of Wilson Yard Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project;" (2) "Designation of Wilson Yard Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act;" and (3) "Adoption of Tax Increment Allocation Financing for the Wilson Yard Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "**Redevelopment Area**") is legally described in **Exhibit A** hereto.

D. **The Project**: The Developer intends to purchase (the "**Acquisition**") certain property located within the Redevelopment Area at 927 W. Wilson Avenue, 900 W. Windsor Avenue and 4431 N. Clifton Avenue, all in Chicago, Illinois 60640 and legally described on **Exhibit B** hereto (the "**Property**"), and, within the time frames set forth in **Section 3.01** hereof, shall commence and complete rehabilitation of 77 affordable multi-family rental units (the "**Facility**") thereon. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on **Exhibit C**) are collectively referred to herein as the "**Project.**" The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. **Redevelopment Plan**: The Project will be carried out in accordance with this Agreement and the City of Chicago Wilson Yard Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "**Redevelopment Plan**") attached hereto as **Exhibit D**.

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

In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**") at a later date as described in **Section 4.03(d)** hereof, the proceeds of which (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

"**Acquisition**" shall have the meaning set forth in the Recitals hereof.

"**Affiliate**" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

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

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

"**Certificate**" shall mean the Certificate of Completion of Rehabilitation described in **Section 7.01** hereof.

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

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

"**City Funds**" shall mean the funds described in **Section 4.03(b)** hereof.

"**Closing Date**" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

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

"**Corporation Counsel**" shall mean the City's Office of Corporation Counsel.

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

"**Environmental Laws**" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "**Superfund**" or "**Superlien**" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

"**Equity**" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns) or **Section 4.03(b)**.

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

"**Escrow Agreement**" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the City, the Developer and the Developer's lender(s), substantially in the form of **Exhibit F** attached hereto.

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

"**Facility**" shall have the meaning set forth in the Recitals hereof.

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

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

"**Hazardous Materials**" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"**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 Wilson Yard TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

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

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

"**MBE/WBE Budget**" shall mean the budget attached hereto as **Exhibit H-2**, as described in **Section 10.03**.

"**Municipal Code**" shall mean the Municipal Code of the City of Chicago.

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

"**Permitted Liens**" shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit G** hereto.

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

"**Prior Expenditure(s)**" shall have the meaning set forth in **Section 4.05(a)** hereof.

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

"**Project Budget**" shall mean the budget attached hereto as **Exhibit H**, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with **Section 3.03** hereof.

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

"**Redevelopment Area**" shall have the meaning set forth in the Recitals hereof.

"**Redevelopment Plan**" shall have the meaning set forth in the Recitals hereof.

"**Redevelopment Project Costs**" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

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

"**Survey**" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"**Term of the Agreement**" shall mean the period of time commencing on the Closing Date and ending on December 31, 2024, the date on which the Redevelopment Area is no longer in effect.

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

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

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

"**TIF-Funded Improvements**" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. **Exhibit C** lists the TIF-Funded Improvements for the Project.

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

"**Title Company**" shall mean Title Services, Inc.

"**Title Policy**" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"**WARN Act**" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"**WBE(s)**" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"**Wilson Yard TIF Fund**" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of **Section 18.17** hereof: (i) commence rehabilitation no later than January 31, 2007; and (ii) complete rehabilitation no later than July 31, 2008.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to the City's Department of Housing ("DOH") and DOH has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DOH as a Change Order pursuant to **Section 3.04** hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as in effect on the date of this Agreement and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DOH, and DOH has approved, a Project Budget showing total costs for the Project in an amount not less than Sixteen Million Nine Hundred Seventy Seven Thousand Three Hundred Sixty-Three Dollars ($16,977,363). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in **Section 4.02** hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DOH certified copies of any Change Orders with respect to the Project Budget for approval pursuant to **Section 3.04** hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DOH concurrently with the progress reports described in **Section 3.07** hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DOH for DOH's prior written approval: (a) a reduction in the square footage of the Facility; (b) a change in the use of the Property to a use other than multi-family affordable rental units; (c) a delay in the completion of the Project; or (d) Change Orders costing more than $25,000 each, to an aggregate amount of $100,000. 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 DOH's written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of

City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this **Section 3.04**, Change Orders costing less than Twenty-Five Thousand Dollars ($25,000.00) each, to an aggregate amount of One Hundred Thousand Dollars ($100,000.00), do not require DOH's prior written approval as set forth in this **Section 3.04**, but DPD shall be notified in writing of all such Change Orders prior to the implementation thereof and the Developer, in connection with such notice, shall identify to DOH the source of funding therefor.

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

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

3.07 Progress Reports and Survey Updates. The Developer shall provide DOH with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DOH's written approval pursuant to **Section 3.04**). The Developer shall provide three (3) copies of an updated Survey to DOH upon the request of DOH 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 the Developer's architect) approved by DOH shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DOH, prior to requests for disbursement for costs related to the Project pursuant to the Escrow Agreement.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DOH retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name,

photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 **Utility Connections**. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 **Permit Fees**. In connection with the Project and subject to waivers authorized by City Council, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 **Total Project Cost and Sources of Funds**. The cost of the Project is estimated to be $16,977,363, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to **Sections 4.03(b) and 4.06**)	$ 1,500,540
Lender Financing	$14,919,550
Estimated City Funds (subject to **Section 4.03**)	$ 557,273
ESTIMATED TOTAL	**$ 16,977,363**

4.02 **Developer Funds**. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 **City Funds**.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. **Exhibit C** sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to **Sections 4.03(b) and 4.05(d)**), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

Notwithstanding the obligation to reimburse the Developer as set forth in this Section 4.03(a), the maximum amount of City Funds shall be reduced as follows: on a $0.50-for-$1 basis to the extent that the actual Project costs are less than the budgeted Project costs as set forth in Project Budget.

(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 (the "**City Funds**") from Incremental Taxes to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements, provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed Five Hundred Fifty Seven Thousand Two Hundred Seventy Three Dollars ($557,273); and provided further, that the $557,273 to be derived from Incremental Taxes and/or TIF Bond proceeds, if any 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 Wilson Yard TIF Fund shall be sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to **Section 4.01** hereof shall increase proportionately.

4.04 Construction Escrow. The City and the Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "**Prior Expenditures**"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. **Exhibit I** hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to **Section 4.01** hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to **Section 4.03** hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the

City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

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

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

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

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

(g) the Project is In Balance. The Project shall be deemed to be in balance (**"In Balance"**) only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. **"Available Project Funds"** as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

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

certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 **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 if the Property, or any portion thereof, ceases to be utilized as affordable rental housing within 15 years following the date of the Certificate.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 **Project Budget**. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of **Section 3.03** hereof.

5.02 **Scope Drawings and Plans and Specifications**. The Developer has submitted to DOH, and DOH has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of **Section 3.02** hereof.

5.03 **Other Governmental Approvals**. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 **Financing**. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in **Section 4.01** hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth in **Section 4.01**) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 **Acquisition and Title**. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on **Exhibit G** hereto and evidences the recording of this Agreement pursuant to the provisions of **Section 8.18** hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's

comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 **Evidence of Clean Title**. The Developer, at its own expense, has provided the City with searches under the Developer's name (and the following trade names of the Developer: _____) as follows:

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

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

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

5.08 **Insurance**. The Developer, at its own expense, has insured the Property in accordance with **Section 12** hereof, and has delivered certificates required pursuant to **Section 12** hereof evidencing the required coverages to DPD.

5.09 **Opinion of the Developer's Counsel**. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 **Evidence of Prior Expenditures**. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of **Section 4.05(a)** hereof.

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

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. The Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Incorporation or Certificate of Limited Partnership containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation or Limited Partnership Agreement; and such other organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 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, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DPD in accordance with **Section 6.02** below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, the 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 the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to DPD or a letter of credit. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of **Section 10** hereof.

6.05 Other Provisions. In addition to the requirements of this **Section 6**, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to **Section 3.04** (Change Orders), **Section 8.08** (Prevailing Wage), **Section 10.01(e)** (Employment Opportunity), **Section 10.02** (City Resident Employment Requirement), **Section 10.03** (MBE/WBE Requirements, as applicable), **Section 12** (Insurance) and **Section 14.01** (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation.

(a) Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and after final disbursement from the Escrow, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

(b) DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Developer acknowledges that the City will not issue a Certificate until the following conditions have been met:

(i) the Project, including all of the TIF-Funded Improvements, has been substantially completed; and

(ii) Developer has provided DPD with evidence acceptable to DPD showing that Developer has complied with building permit requirements; and

(iii) the City's monitoring unit has determined in writing that the Developer is in complete compliance with all requirements of Sections 8.09 and 10.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at **Sections 8.02, 8.18 and 8.19** as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in **Section 8.02** shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to **Section 18.15** of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to **Section 4.01**, the

Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the TIF Bonds.

7.04 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.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) CHP is an Illinois limited partnership and VOP is an Illinois not-for-profit corporation, each duly organized, validly existing, qualified to do business in Illinois, and each licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each of CHP and VOP has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate (as applicable) its Articles of Incorporation, by-laws or partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to **Section 8.15** hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of 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 the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency (**"City Contract"**) as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate,"when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more

intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 **Covenant to Redevelop**. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in **Sections 3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 **Redevelopment Plan**. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

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

8.05 **Other Bonds**. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "**Bonds**"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such 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 **Employment Opportunity; Progress Reports**. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in **Section 10** hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of **Sections 8.08, 10.02 and 10.03** of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.07 **Employment Profile**. The 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.

8.08 **Prevailing Wage**. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the **"Department"**), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.08**.

8.09 **Arms-Length Transactions**. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.10 **Conflict of Interest**. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

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

8.12 **Financial Statements**. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended December 31, 2005 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.13 **Insurance**. The Developer, at its own expense, shall comply with all provisions of **Section 12** hereof.

8.14 **Non-Governmental Charges**. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to 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. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this **Section 8.14**); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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.

8.15 **Developer's Liabilities**. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.16 **Compliance with Laws**. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.17 **Recording and Filing**. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed

against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to 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 the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the 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 the 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 the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on **Exhibit K** attached hereto and incorporated herein by reference for the years noted on **Exhibit K;** and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in **Exhibit K**.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in **Exhibit K** for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in **Exhibit K**.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this **Section 8.18(c)** are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this **Section 8.18(c)** to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this **Section 8.18(c)**.

8.19 Affordable Housing Covenant. The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Regulatory Agreement executed by the Developer and DOH as of the date hereof shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facility shall be operated and maintained solely as residential rental housing;

(b) All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more persons qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) All of the units in the Facility has monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this **Section 8.19**, the following terms has the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by

the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this **Section 8.19** shall run with the land and be binding upon any transferee.

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this **Section 8.19**.

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this **Section 8** and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in **Section 7** hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 9** or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the **"Employers"** and individually an **"Employer"**) to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the **"Human Rights Ordinance"**). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this **Section 10.01** shall be a basis for the City to pursue remedies under the provisions of **Section 15.02** hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project 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 of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the

same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.**

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

The Developer shall cause or require the provisions of this **Section 10.02** to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the **"Procurement Program"**), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the **"MBE/WBE Program"**), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in **Exhibit H-2** hereto) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a **"contractor"** and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a **"contract"** or a **"construction contract"** as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The 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 the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which

shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, [the Bond Ordinance] and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability

covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Planning Services, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 **General Indemnity**. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an **"Indemnitee,"** and collectively the **"Indemnitees"**) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other

document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this **Section 13.01** shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of **Section 15.03**, shall constitute an **"Event of Default"** by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);or

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City.

For purposes of **Sections 15.01(i)** and **15.01(j)** hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of CHP's partnership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on **Exhibit G** hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a **"New Mortgage."** Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a **"Permitted Mortgage."** It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in

accordance with **Section 18.15** hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to **Section 7** hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

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

If to the City:

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

With Copies To:

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

If to the Developer:

Community Housing Partners XI L.P.
36 S. Wabash, Suite 1310
Chicago, Illinois 60603
Attention: President

Voice of the People in Uptown, Inc.
4861 N. Kenmore Ave.
Chicago, IL 60640
Attention: Executive Director

With Copies To:

Duane Morris, LLP
227 W. Monroe St.
Suite 3400
Chicago, IL 60606
Attention: Douglas J. Antonio, Esq.

And to:

Miner, Barnhill & Galland, P.C.
14 West Erie Street
Chicago, IL 60610
Attention: William Miceli, Esq.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 **Amendment**. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement **Exhibit D** hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this **Section 18.01** shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in **Sections 10.02 and 10.03** hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 **Entire Agreement**. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 **Limitation of Liability**. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 **Further Assurances**. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 **Waiver**. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 **Remedies Cumulative**. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 **Disclaimer**. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 **Headings**. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.11 **Conflict**. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 **Form of Documents**. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 **Approval**. Wherever this Agreement provides for the approval or consent of the City, 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.

18.15 **Assignment**. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to **Sections 8.18** (Real Estate Provisions) **and 8.20** (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 **Binding Effect**. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 **Force Majeure**. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to

this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 **Exhibits**. All of the exhibits attached hereto are incorporated herein by reference.

18.19 **Business Economic Support Act**. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 **Venue and Consent to Jurisdiction**. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 **Costs and Expenses**. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 **Business Relationships**. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a **"Business Relationship"** (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.

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.

VOICE OF THE PEOPLE IN UPTOWN, INC.

By:_____

Its:_____

COMMUNITY HOUSING PARTNERS XI L.P.

By: Chicago Community Development Corporation, an Illinois corporation, its General Partner

By: _____

Its: _____

CITY OF CHICAGO

By:_____

_____,

_____ Commissioner, Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Executive Director of Voice of the People in Uptown, an Illinois not-for-profit corporation ("VOP"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of VOP, as his/her free and voluntary act and as the free and voluntary act of VOP, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, ____.

_____
Notary Public

(SEAL)

My Commission Expires_____

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 President of Chicago Community Development Corporation, an Illinois corporation ("CCDC"), general partner of Community Housing Partners XI L.P., an Illinois limited partnership ("CHP"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of CCDC, as his/her free and voluntary act and as the free and voluntary act of the CHP, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, ____.

_____
Notary Public

(SEAL)

My Commission Expires_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, ____.

_____
Notary Public

My Commission Expires_____

[(Sub)Exhibits "A", "D", "E", "F", "I" and "K" referred to in this Uptown Preservation Apartments Redevelopment Agreement unavailable at time of printing].

(Sub)Exhibits "B", "C", "G", "H-1", "H-2" and "J" referred to in this Uptown Preservation Apartments Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Uptown Preservation Apartments
Redevelopment Agreement)

Property Legal Description.

Parcel 1:

Lots 13 and 14 in the subdivision of Lots 266 to 273, both inclusive, and Lots 1 to 4 in the subdivision of Lots 274 and 275 and vacated street between said lots, and Lots 276 to 283, inclusive, of William Deering Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4431 North Clifton Avenue.

Permanent Real Estate Index Number:

14-17-217-012.

Parcel 2:

Lot 4 in Pruitt and Moore's Resubdivision of Lot 3 (except the west 70 feet) in Rufus C. Hall's Subdivision together with Lot 5 (except the west 30 feet) in H.J. Wallingford's Subdivision of 15 rods south and adjoining the north 95 rods in the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

900 West Windsor Avenue.

Permanent Real Estate Index Number:

14-17-220-017.

Parcel 3:

The east 50 feet of the west 150 feet of Lot 2 in Rufus C. Hall's Subdivision of the 15 rods south of and adjoining the north 80 rods of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

927 West Wilson Avenue.

Permanent Real Estate Index Number:

14-17-220-005.

(Sub)Exhibit "C".
(To Uptown Preservation Apartments. Redevelopment Agreement).

T.I.F.-Funded Improvements.

Line Item	Cost
Acquisition Costs	
Repayment of Debt	$
I.H.D.A.	820,139
C.I.C.	950,381
Park National Bank	317,583
Seller (CEF/IMC)	400,000
TOTAL:	$2,488,103

(Sub)Exhibit "G".
(To Uptown Preservation Apartments Redevelopment Agreement).

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

   [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H-1".
(To Uptown Preservation Apartments Redevelopment Agreement)

Project Budget.

Sources:

Bond		$ 8,605,602
T.I.F.		557,273
L.I.H.T.C. Equity (less bridged equity)	$1.00 [1]	1,500,540

1. Total L.I.H.T.C. Equity = Six Million Ninety-six Thousand Six Hundred Fifty-four Dollars ($6,096,654) (Four Million Three Hundred Fifty-three Thousand Four Hundred Fifty Dollars ($4,353,450)) bridged; Seven Hundred Fifty-seven Thousand Three Hundred Thirty-six Dollars ($757,336) cash at closing; Two Hundred Forty-two Thousand Six Hundred Sixty-four Dollars ($242,664) Letter of Credit at closing; Seven Hundred Forty-three Thousand Two Hundred Four Dollars ($743,204) post closing)

Sources:

I.A.H.T.C. Equity (net of bridged equity)	(2)	$ 552,051
F.H.L.B.		400,000
I.H.D.A. (100% of I.H.D.A. Note Bridged)	(3)	$ 0
City of Chicago Note	(3)	1,137,197
Seller Financing (VOP)	(4)	3,974,700
Deferred Dev Fee		250,000
TOTAL SOURCES:		$16,977,363

Uses:

Acquisition Costs		
Repayment of Debt	(5)	
I.H.D.A.		$ 820,139
City of Chicago		1,137,197

---

2. Illinois Affordable Housing Donation Tax Credit amount is based on the following assumptions: appraised value of Seven Million Seven Hundred Thousand Dollars ($7,700,000) (One Hundred Thousand Dollars ($100,000) per unit); a bargain sale price of Three Million Seven Hundred Twenty-five Thousand Three Hundred Dollars ($3,725,300) and a donation credit price of Eighty-five cents ($.85).

3. Assumes the payoff and re-lending of one hundred percent (100%) public debt. City of Chicago: One Million One Hundred Thirty-seven Thousand One Hundred Ninety-seven Dollars ($1,137,197); I.H.D.A.: Eight Hundred Twenty Thousand One Hundred Thirty-nine Dollars ($820,139).

4. Voice of the People (V.O.P.) will purchase the property at a bargain sale price from CEF/IMC and sell the property at the full appraised value to the limited partnership. In order to facilitate the sale to the limited partnership, V.O.P. will provide seller financing in the amount of the difference between the appraised value and the bargain sale price.

5. Amount of indebtedness is based on pay off letters provided by the lenders as of June 30, 2006.

Uses:		
C.I.C.		$ 950,381
Park National Bank		317,583
Seller (CEF/IMC)		400,000
Seller (VOP)	(3)	$ 3,974,700
Project Payables		100,000
Acquisition Expenses		15,000
Hard Costs		5,336,557
Soft Costs		2,700,806
Realized Dev Fee		975,000
Deferred Dev Fee		250,000
TOTAL USES:		$16,977,363
SURPLUS/GAP		$ 0

PUPA Expenses = $5,982 ($200 RR + $1,400 RE Taxes + $4,400 Op Ex)

3. Assumes the payoff and re-lending of one hundred percent (100%) public debt. City of Chicago: One Million One Hundred Thirty-seven Thousand One Hundred Ninety-seven Dollars ($1,137,197); I.H.D.A.: Eight Hundred Twenty Thousand One Hundred Thirty-nine Dollars ($820,139).

	Rents And Unit Mix	30% Of 50%
Studio	12	$550
1 Bedroom	20	683
2 Bedrooms	32	776
3 Bedrooms	13	847
TOTAL:	77	

(Sub)Exhibit "H-2".
(To Uptown Preservation Apartments Redevelopment Agreement)

M.B.E./W.B.E. Budget.

	All Projects Total Cost	M.B.E./W.B.E.
Acquisition Costs:		
Land	$ 558,250	
Building	7,141,750	
Acquisition Expenses	$ 15,000	
Total Acquisition Costs:	$7,715,000	$ 0
Hard Costs:		
Site Work/Demolition	0	
Rehab/Construction (includes bond)	4,255,288	4,255,288

	All Projects Total Cost	M.B.E./W.B.E.
General Requirements (6%)	$ 255,317	$ 255,317
Bond	60,000	
Contractor Overhead/Profit (2%/6%)	340,423	340,423
Contingency (10%)	425,529	425,529
Total Hard Costs:	$5,336,557	$5,276,557
Soft Costs:		
Professional Services		
Architect		
Design	275,000	
Supervision	81,836	
Legal Fees	180,000	
Accounting (cost certification)	10,000	
Market Study	18,500	
Environmental Report	18,500	
Taxes and Insurance		
Real Estate Tax Escrow	100,000	
Insurance Escrow	100,000	
Title and Recording (constr. and perm.)	35,000	
Developer Services	60,000	
Construction Period Insurance (including builders risk)	80,000	

	All Projects Total Cost	M.B.E./W.B.E.
Physical Needs Assessment	$ 10,000	
Construction Period Taxes	115,500	
Long Term Operating Reserve	227,149	
Syndication Fees	35,000	
Financing Costs		
Commitment Fee 1.00%	86,056	
Bridge Loan Fees		
LC Upfront Fee 18 months at 1.25%	161,355	
Lender Inspections	10,000	
Lenders Counsel	30,000	
Lender Architectural Review	0	
LaSalle Misc	5,000	
I.H.D.A. Fees	3,300	
Miscellaneous Financing Fees		
T.I.F. Consultant	5,000	
Appraisal	25,000	
Survey	10,000	
D.O.H. Tax Credit Reservation Fee 3.00%	18,290	
Remarketing Fee	15,000	
Escrow Fee	2,500	
Bridge Loan Interest $9 Million at 5%, 14 months	400,000	

	All Projects Total Cost	M.B.E./W.B.E.
Bond Costs D.O.H.	$ 280,820	
Bank Interest Reserves		
Tenant Relocation (temporary)	100,000	
Other Soft Costs (tenant services programming)	100,000	
Replacement Reserve	77,000	
Debt Service Reserve (1 month)	25,000	
Realized Developer's Fee	975,000	
Deferred Developer's Fee	250,000	
Total Soft Costs:	$ 3,925,806	$ 0
TOTALS:	$16,977,363	$5,276,557

(Sub)Exhibit "J".
(To Uptown Preservation Apartments Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, _____

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois]

_____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct

of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other action in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH AND PROVISION OF TAX INCREMENT FINANCING FUNDS TO NORTH AND TALMAN ELDERLY LIMITED PARTNERSHIP FOR ACQUISITION AND CONSTRUCTION OF AFFORDABLE SENIOR HOUSING AT 2634 -- 2644 WEST NORTH AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement, approving an amendment to a disposition ordinance, and enter into and execute a redevelopment agreement with North and Talman Elderly Limited Partnership, amount of loan not to exceed $1,700,000, amount of note not to exceed $2,450,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds (the "HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary

and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to North and Talman Elderly Limited Partnership, an Illinois limited partnership (the "Borrower") of which North and Talman Corporation, an Illinois corporation (the "General Partner") which is wholly-owned by Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("Hispanic Housing"), is the sole general partner, in an amount not to exceed One Million Seven Hundred Thousand Dollars ($1,700,000) (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 10, 1999 and published at pages 90909 -- 90926, inclusive, of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, a certain redevelopment plan (the "Redevelopment Plan") for the Greater Humboldt Park Redevelopment Area (the "Redevelopment Area") was approved pursuant to Chapter 2-124-010 of the Municipal Code of the City, which Redevelopment Plan was subsequently amended pursuant to an ordinance adopted by the City Council on November 3, 1999 and published at pages 13967 -- 13979, inclusive, of the *Journal* for such date; and

WHEREAS, The objectives of the Redevelopment Plan included, among other things, acquiring deteriorated structures for redevelopment, encouraging the maintenance, restoration and reuse of existing structures, and providing for mixed-income residential development and rehabilitation; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62056 -- 62192, inclusive, of the *Journal* for such date, a certain redevelopment plan and project (the "T.I.F. Plan") for the Humboldt Park Commercial Redevelopment Project Area (the "T.I.F. 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 June 27, 2001 and published at pages 62193 -- 62204, inclusive, of the *Journal* for such date, the T.I.F. Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on June 27, 2001 and published at pages 62205 -- 62215, inclusive, of the *Journal* for such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain T.I.F. Area "redevelopment project costs"(as defined in the Act) incurred pursuant to the T.I.F. Plan; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 1, 2004 (the "Disposition Ordinance"), the City approved the sale to Hispanic Housing of the real property commonly known as 2656 West North Avenue and identified by Permanent Index Number 13-36-427-032-0000 (the "For Sale Acquisition Parcel") and 2634 West North Avenue and identified by Permanent Index Number 13-36-427-039-0000 (the "Rental Acquisition Parcel" and together with the For Sale Acquisition Parcel, the "Acquisition Parcels"); and

WHEREAS, The Rental Acquisition Parcel and the For Sale Acquisition Parcel (together, the "Acquisition Parcels") are located in the Redevelopment Area and the T.I.F. Area; and

WHEREAS, The City and Hispanic Housing entered into that certain Agreement for the Sale and Redevelopment of Land dated as of December 1, 2004 (the "Disposition Redevelopment Agreement"), pursuant to which Hispanic Housing agreed to construct approximately forty (40) "for sale" condominium units and approximately sixty (60) rental units on the Acquisition Parcels and certain other property previously acquired by Hispanic Housing for the residential project; and

WHEREAS, The Disposition Redevelopment Agreement provides that the sixty (60) rental units are to be occupied by households having a household income at or less than sixty percent (60%) of the metropolitan Chicago-area median income ("A.M.I.") determined from time to time by the United States Department of Housing and Urban Development, and including household members aged fifty-five (55) years old or older ("Senior Units"); and

WHEREAS, Hispanic Housing has submitted a revised proposal to construct (a) approximately twenty-four (24) lease-to-sale units and associated parking (the "Family Project") on the real property legally described on Exhibit B-1 (the "Family Property"), (b) approximately fifty-two (52) Senior Units, of which ten (10) are to be

occupied by households having a household income at or less than eighty percent (80%) of A.M.I. and forty-two (42) are to be occupied by households having a household income at or less than sixty percent (60%) A.M.I. and associated parking (the "Rental Project") on the Rental Acquisition Parcel and the other real property legally described on Exhibit B-2 (collectively, the "Rental Property"), and (c) approximately sixteen (16) market-rate condominium units and associated parking (the "Condominium Project") on the For-Sale Acquisition Parcel and the other real property legally described on Exhibit B-3 (collectively, the "Condominium Property"); and

WHEREAS, The Family Project, the Rental Project and the Condominium Project are hereinafter collectively referred to as the "Revised Proposal"; and

WHEREAS, The Borrower has proposed to undertake the redevelopment of the Rental Property in accordance with the Redevelopment Plan, the T.I.F. Plan and pursuant to the terms and conditions of the Disposition Redevelopment Agreement and a proposed T.I.F. redevelopment agreement to be executed by the Borrower and the City, including but not limited to, the acquisition of the Rental Property from Hispanic Housing and the construction of the Rental Project, to be financed in part by the proceeds of a loan from Fannie Mae to the Borrower, as further described on Exhibit A hereto, and secured by a pledge by the Borrower to Fannie Mae of a portion of Incremental Taxes, if any, deposited in the Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to Resolution 04-CDC-43 adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 8, 2004 and to Resolution 05-CDC-129 adopted by the Commission on December 13, 2005, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notices pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a sale of the Acquisition Parcels and to negotiate a redevelopment agreement with the Borrower for the Rental Project and to request alternative proposals for redevelopment of the Rental Property or a portion thereof; and

WHEREAS, D.P.D. published the notices, requested alternative proposals for the redevelopment of the Rental Property or a portion thereof and provided for reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsible proposals were received by D.P.D. for the redevelopment of the Rental Property or a portion thereof within thirty (30) days after such publication, pursuant to Resolutions 04-CDC-43 and 05-CDC-129, the Commission has recommended that D.P.D. be authorized to negotiate, execute and

deliver on behalf of the City a redevelopment agreement with the Borrower for the Rental Project; and

WHEREAS, The General Partner is also the sole general partner of North and Talman Family Limited Partnership, an Illinois limited partnership, which intends to undertake the Family Project by rehabilitating a twenty-four (24) unit building for low- and moderate-income families on the Family Property; 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 Disposition Ordinance is hereby amended to approve (a) the Revised Proposal, (b) the sale of the Rental Property to the Borrower, and (c) the assignment of all of Hispanic Housing's rights and obligations under the Disposition Redevelopment Agreement relating to the Rental Project to the Borrower. The Commissioner of D.P.D. (the "D.P.D. Commissioner") and a designee of the D.P.D. Commissioner are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Disposition Redevelopment Agreement (the "Amendment"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Disposition Redevelopment Agreement, as modified by the Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Amendment.

SECTION 3. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the D.O.H. Commissioner and a designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 4. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Rental Project and the Rental Property and as more fully described in Exhibit C attached hereto and made a part hereof. The Rental Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code

of Chicago (the "Municipal Code"). Section 2-44-090 of the Municipal Code shall not apply to the Rental Project or the Rental Property.

SECTION 5. In connection with the Family Project, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Family Project and the Family Property and as described in Exhibit C attached hereto and made a part hereof. The Family Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code. Section 2-44-090 of the Municipal Code shall not apply to the Family Project or the Family Property.

SECTION 6. The D.P.D. Commissioner or a designee of the D.P.D. Commissioner, and the D.O.H. Commissioner or a designee of the D.O.H. Commissioner are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Borrower and the City in substantially the form attached hereto as Exhibit D and made a part hereof (the "T.I.F. Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the T.I.F. Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the T.I.F. Redevelopment Agreement.

SECTION 7. The Mayor, the City Comptroller, the City Clerk, the Deputy City Clerk, the D.O.H. Commissioner (or his or her designee), the D.P.D. 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. 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 9. This ordinance shall be effective as of the date of its passage and approval.

Exhibits "A", "B-1", "B-2", "B-3", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Borrower:	North and Talman Elderly Limited Partnership, an Illinois limited partnership, with North and Talman Corporation, an Illinois corporation (which is wholly-owned by Hispanic Housing Development Corporation, an Illinois not-for-profit corporation), as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.	
Rental Project:	Acquisition and construction of a building to be located at 2634 -- 2644 West North Avenue, Chicago, Illinois, and containing approximately 52 rental units as one- and two- bedroom units for low- and moderate-income senior citizens together with approximately 18 on-site parking spaces and certain common areas (collectively, the "Property").	
Loan:	Source:	HOME Program/Corporate Funds/Program Income.
	Amount:	Not to exceed $1,700,000.
	Term:	Not to exceed 32 years.
	Interest:	3% per annum, or another rate acceptable to the D.O.H. Commissioner.
	Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1. Amount:	Not to exceed $1,099,000.
	Term:	Not to exceed 32 years.
	Source:	MB Financial Bank, N.A., or another entity acceptable to the D.O.H. Commissioner.
	Interest:	Adjustable rate at MB Financial Bank's reference rate plus ½%, with a floor of 4.5% during the construction period; thereafter, a fixed rate 250 basis points over the 15 year Community Investment Program (C.I.P.) Advance Rate as quoted by the Federal Home Loan Bank of Chicago, or another rate acceptable to the D.O.H. Commissioner.

	Security:	First mortgage on the Property.
2.	Amount:	Approximately $2,450,000.
	Term:	Not to exceed 15 years.
	Source:	Proceeds from a loan from Fannie Mae to the General Partner, or another source acceptable to the D.O.H. Commissioner and the D.P.D. Commissioner.
	Interest:	Not to exceed 8.5% per annum.
	Security:	Pledge of the City Note (as defined in the Redevelopment Agreement).
3.	Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:	Approximately $9,360,000.
	Source:	To be derived from the syndication of $998,036. L.I.H.T.C. allocation by the Illinois Housing Development Authority.
4.	Amount:	Approximately $340,000.
	Source:	MB Financial Bank, N.A., from proceeds derived from the Federal Home Loan Bank of Chicago's Affordable Housing Program, or another source acceptable to the D.O.H. Commissioner.
	Security:	Recapture Agreement for a recoverable grant.
5.	Amount:	$100.
	Source:	General Partner.

Exhibit "B-1".
(To Ordinance)

Rental Property.

(Subject To Survey And Title Policy)

Legal Description:

Lots 18 through 22 (except the north 8 feet of each of said lots) in Charles Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

2634 -- 2644 West North Avenue.

Permanent Index Numbers:

13-36-427-035;

13-36-427-036;

13-36-427-037;

13-36-427-038; and

13-36-427-039.

Exhibit "B-2".
(To Ordinance)

Family Property.

(Subject To Survey And Title Policy)

Legal Description:

Lots 23 through 26 (except the north 8 feet of each of said lots) in Charles

Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the west half of the southeast quarter of Section 36 Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

2646 -- 2654 West North Avenue.

Permanent Index Numbers:

13-36-427-033-0000; and

13-36-427-034-0000.

Legal Description:

Lot 8 (except for the west 26 feet) in C. Boettcher's Subdivision of Lots 8 and 10 and that part north of the south 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parking Lot Address:

1618 North Talman Avenue.

Permanent Index Number:

13-36-427-031-0000.

Exhibit "B-3".
(To Ordinance)

Condominium Property.

(Subject To Survey And Title Policy)

Legal Description:

Lots 27 and 28 (except the north 8 feet taken for alley) in Charles Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 in Jahn

Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook, Illinois.

Building Address:

2656 West North Avenue.

Permanent Index Number:

13-36-427-032-0000.

Legal Description:

Lots 9 and 10 in C. Boettcher's Subdivision of Lots 8 and 10 and that part of Lot 7 of the south 60 feet thereof in Block 8 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parking Lot Address:

1617 -- 1619 North Washtenaw Avenue.

Permanent Index Numbers:

13-36-427-014-0000; and

13-36-427-040-0000.

Exhibit "C".
(To Ordinance)

Rental Project
And
Family Project.

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote readouts are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fee.

Exhibit "D".
(To Ordinance)

North And Talman Elderly Limited Partnership Redevelopment Agreement

By And Between

The City Of Chicago

And

North And Talman Elderly Limited Partnership.

This North and Talman Elderly Limited Partnership 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 ("D.P.D.") and its Department of Housing ("D.O.H."), and North and Talman Elderly Limited Partnership, an Illinois limited partnership (the "Developer"), whose sole general partner is North and Talman Corporation, an Illinois corporation (the "General Partner").

Recitals.

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

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Humboldt Park Commercial Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Humboldt Park Commercial Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Humboldt Park Commercial Redevelopment Project Area" (the "T.I.F. Adoption Ordinance", which together with items (1) and (2) collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project. D.O.H. has preliminarily reviewed and approved the making of a loan in an aggregate amount not to exceed One Million Seven Hundred Thousand Dollars ($1,700,000) to the Developer, the General Partner of which is an affiliate of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("Hispanic Housing"). Hispanic Housing owns certain parcels and will acquire certain parcels of real property from the City, all located within the Redevelopment Area (the "Property"), all of which are described on (Sub)Exhibit B hereto. Pursuant to an ordinance adopted by the City Council on September 1, 2004 and a certain Agreement for the Sale and Redevelopment of Land by and between the City and Hispanic Housing, dated December 1, 2004, the City is authorized to sell a certain portion of the Property to Hispanic Housing. On the Closing Date, Hispanic Housing will sell and convey the Property to the Developer. Within the time frames set forth in Section 3.01 hereof, the Developer will commence and complete construction of a fifty-three (53) unit development to be known as "North and Talman Senior Apartments" that will consist of a five (5) story building with fifty-three (53) rental units located at 2634 -- 2644 West North Avenue, Chicago, Illinois 60647 with approximately eighteen (18) parking spaces (the "Facility"). Fifty-two (52) of the rental units will be restricted to residents who are fifty-five (55) years or older, and will consist of forty-eight (48) one (1) bedroom apartments and four (4) two (2) bedroom apartments. The remaining unit will consist of a manager's apartment. Four (4) of the one (1) bedroom units are for households earning thirty percent (30%) or less of the Chicago-area median income, nine (9) of the one (1) bedroom units are for households earning between thirty-one percent (31%) and forty percent (40%) of the Chicago-area median income, seventeen (17) of the one (1) bedroom units are for households earning between forty-one (41%) and fifty percent (50%) of the Chicago-area median income, eight (8) of the one (1) bedroom units and four (4) of

the two (2) bedroom units are for households earning between fifty-one percent (51%) and sixty percent (60%) of the Chicago-area median income and ten (10) of the one (1) bedroom units are for households earning between sixty-one percent (61%) and eighty percent (80%) of the Chicago-area median income. The development will include approximately five (5) accessible and twelve (12) adaptable units to accommodate people with disabilities. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. But for the Developer's execution of this Agreement, the City would be unwilling to convey any portion of the Property or provide any City Funds (as described in Section 4.03(b)) or other City financing for the Project. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project".

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Humboldt Park Commercial Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan"), attached hereto as (Sub)Exhibit D.

F. City Financing. The City agrees to use, in the amounts set forth in Section 4.03 hereof, the proceeds of the City Note (defined below) and the interest thereon, to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement.

G. Prior T.I.F. Financing. Pursuant to a note ordinance adopted by the City Council on December 4, 2002, as amended May 7, 2003, the City issued its Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project) Taxable Series 2003 (dated June 9, 2003), in the amount of One Million One Hundred Fifty Thousand Dollars ($1,150,000) to The Northern Trust Company, secured by the pledge of certain Incremental Taxes (as hereinafter defined) for the payment of redevelopment project costs in connection with the City's Small Business Improvement Program (the "Bank Note").

Pursuant to an ordinance adopted by the City Council on June 8, 2005, the City entered into a redevelopment agreement with La Estancia Limited Partnership, dated November 28, 2005, whereby the City pledged certain Incremental Taxes (as hereinafter defined) for the payment of a portion or all of redevelopment project costs in connection with the LaEstancia Project in an amount not to exceed One Million Five Hundred Fifty-five Thousand Four Hundred Eighty-five Dollars ($1,555,485) (the "LaEstancia Obligation") after the payment of the Bank Note.

The Developer acknowledges that the Bank Note and the LaEstancia Obligation are prior liens on the Humboldt Park Commercial Redevelopment Project Area T.I.F.-Fund and that the Developer has no claim on any monies except for monies which are Available Incremental Taxes (as defined herein).

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Available Incremental Taxes" shall mean an amount up to Two Million Four Hundred Fifty Thousand Dollars ($2,450,000), plus interest, from the Incremental Taxes deposited in the Humboldt Park Commercial Redevelopment Project Area T.I.F. Fund after payment has been made for the debt service of the Bank Note and some or all of the LaEstancia Obligation.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

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

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

"City Funds" shall mean the funds paid to the Developer as described in Section 4.03(b) hereof.

"City Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project Area), Series 200__ to be in the form attached hereto as (Sub)Exhibit M, in the maximum principal amount of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000), issued by the City to the General Partner on the Closing Date, bearing interest at the City Note Interest Rate, and as more fully described in Section 4.03 hereof.

"City Loan" shall mean the loan made by the City of Chicago for the Project, in the amount and on the terms set forth in Section 4.03.

"City Note Interest Rate" shall mean an annual rate equal to Fannie Mae's thirteen (13) year cost of funds (as determined by the Comptroller's Office based upon an interpolation of Fannie Mae's published constant maturity debt index) plus two hundred (200) basis points, but in no event exceeding eight and one-half percent (8.5%).

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit F-1 to be entered into between the Developer and the General Contractor providing for the construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

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

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago (as defined below),

including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

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

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

"Escrow Agreement" shall mean the Escrow Agreement or similarly named document establishing a construction escrow, to be entered into as of the date hereof by the Title Company or an affiliate of the Title Company), the Developer and the Developer's Lender(s), substantially in the form of (Sub)Exhibit F-2 attached hereto.

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

"Facility" shall have the meaning set forth in the recitals hereof.

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

"General Contractor" shall mean Humboldt Construction Company.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Humboldt Park Commercial Redevelopment Area T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Humboldt Park Commercial Redevelopment Area into which the Incremental Taxes will be deposited.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. 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 Humboldt Park Commercial Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

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

"Limited Partner" shall mean [_____], a[n] [Illinois] [limited liability company or limited partnership or corporation].

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

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

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

"Other Financing" shall mean those funds set forth in paragraph B of (Sub)Exhibit E attached hereto hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit G hereto.

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

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05 hereof.

"Project" shall have the meaning set forth in the recitals hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document in the form attached hereto as (Sub)Exhibit L, to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

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

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on [December 31], 2024.

"T.I.F.-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. (Sub)Exhibit C lists the T.I.F.-Funded Improvements for the Project.

"T.I.F. Adoption Ordinance" shall have the meaning set forth in the recitals hereof.

"T.I.F. Ordinances" shall have the meaning set forth in the recitals hereof.

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"W.A.R.N. Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services,

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

Section 3.

The Project.

3.01 The Project.

(a) The Facility. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than six (6) months after the Closing Date and (ii) complete construction and conduct business operations therein no later than twenty-four (24) months after the Closing date.

3.02 Scope Drawings And Plans And Specifications.

The Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Fifteen Million Five Hundred Fifty Thousand Three Hundred Ninety-seven Dollars ($15,550,397). The Developer hereby certifies to the City that (a) it has Lender Financing, Equity and/or Other Financing, in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

(a) Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to the Construction Division of D.O.H. (33 North LaSalle Street, 11th Floor, Chicago, Illinois 60602, Attention: Deputy Commissioner) concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.O.H. for D.O.H.'s prior written approval: (a) a change to the exterior of the Facility, or (b) a change in the number, size or placement of the affordable housing units in the Facility that are subject to the requirements of Section 8.20 below. 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 D.O.H.'s written approval (to the extent required in this Section 3.04). 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.

(b) The Developer must provide D.P.D. with copies of all D.O.H. approved Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project concurrently with the progress reports described in Section 3.07 hereof.

3.05 D.P.D./D.O.H. Approval.

Any approval granted by D.P.D. or D.O.H. 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 D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. or D.O.H. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals, proof of the General Contractor's and each subcontractor's bonding as required hereunder and under the applicable documents pertaining to the City Loan.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.O.H.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. 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 the Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project. At the Developer's option, the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed by the State of Illinois, or an inspecting agent of D.O.H.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

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

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of

the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago, except as such fees are waived by the City pursuant to the ordinance adopted by the City Council authorizing, among other things, the City's execution of this Agreement.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Fifteen Million Three Hundred Thirty-two Thousand Two Hundred Seventy-seven Dollars ($15,332,277), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources as set forth on (Sub)Exhibit E attached hereto.

4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

Uses Of City Funds. City Funds may only be used to pay directly or reimburse the General Partner for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F. Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

Sources Of City Funds. (i) Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to the General Partner on the Closing Date and the General Partner will make a capital contribution to the Developer for the Project. The initial principal amount of the City Note on the Closing Date shall be in an amount equal to the costs of the T.I.F.-Funded Improvements which have been incurred by the Developer as of the Closing Date (that is, the amount of the Prior T.I.F. Eligible Expenditures as defined in Section 4.05 below and set forth on (Sub)Exhibit I hereto, subject to the Developer's submission to D.P.D. of a Requisition Form with respect to the Prior T.I.F.-Eligible Expenditures and D.P.D.'s issuance to the Developer of a Certificate of Expenditure with respect to the Prior T.I.F. Eligible Expenditures) and are to be reimbursed by the City through payments of principal and interest on the City Note, with the principal amount of the City Note to be thereafter increased by an amount equal to the cost of the T.I.F.-Funded Improvements which are thereafter incurred by the Developer upon the submission by the Developer of a Requisition Form to D.P.D. as required by Section 4.04; provided, however, that (1) the maximum principal amount of the City Note shall be an amount not to exceed Two Million Four Hundred Fifty Thousand Dollars ($2,450,000) (the "Maximum Principal Amount"); and (2) payments under the City Note are subject to the amount of Available Incremental Taxes deposited into the Humboldt Park Commercial Redevelopment Project Area T.I.F. Fund being sufficient for such payments. The City's obligation to make payments on the City Note shall be limited to the lesser of the Maximum Principal Amount plus interest or the aggregate amount of Available Incremental Taxes. Interest on the City Note shall begin to accrue on the Closing Date. All payments on the City Note are subject to Sections 4.04 and 4.07 hereof, with payments as follows: (i) On March 1, 2008, the first payment of City Funds shall be an interest only payment in an amount not to exceed Two Hundred Twenty Thousand Dollars ($220,000); (ii) the second payment shall be of principal and interest and shall be made after the Certificate is issued on March 1, 2009 in the amount indicated on the debt schedule attached to the City Note, attached hereto as (Sub)Exhibit M; however, the D.P.D. Commissioner may authorize the second payment of City Funds even if the Certificate has not been issued, if the D.P.D. Commissioner determines that such payment is necessary to complete the Project; and (iii) subsequent payments of principal and interest will be made on March 1 of each year in the amounts indicated on the debt schedule attached to the City Note, attached hereto as (Sub)Exhibit M.

(ii) The City hereby approves the General Partner's pledge of the City Note to Fannie Mae in connection with Lender Financing described in paragraph A.3 of (Sub)Exhibit E attached hereto. The General Partner shall not otherwise pledge the City Note without the prior written consent of the City.

(iii) The City Note shall bear interest at a rate not to exceed the City Note Interest Rate, with the exact rate or rates to be determined by the Chief Financial Officer on the date of issuance.

4.04 Construction Escrow And City Loan; Requisition Form.

(a) D.P.D. must receive copies of any draw requests and related documents submitted to the Title Company for disbursements of funds under the Escrow Agreement. The Construction and Monitoring Divisions of D.O.H. must receive (i) advance written notice of all "pre-draw" meetings among the Developer, the Title Company and/or the Lender (and have the opportunity to attend such meetings); and (ii) copies of any draw requests and related documents submitted to the Title Company for disbursements of the Other Financing under the Escrow Agreement.

(b) The Developer shall submit Requisition Forms (in the form attached hereto as (Sub)Exhibit L as follows:

(i) concurrently with the Closing Date, the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein, requesting the issuance of a Certificate of Expenditure for any Prior Expenditure;

(ii) prior to each December 31 (or such other date as the parties may agree to), the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein, requesting the issuance of a Certificate of Expenditure by the City for Redevelopment Project Costs in an amount up to the maximum principal amount of the City Note, less the amount recognized in (i) above. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by D.P.D.).

4.05 Treatment Of Prior Expenditures.

Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered either (a) previously incurred costs of T.I.F.-Funded Improvements ("Prior T.I.F.-Eligible Expenditures") or (b) previously contributed Equity or Lender Financing hereunder ("Prior Equity/Lender Financing Expenditures") (together with "Prior T.I.F.-Eligible Expenditures", the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior T.I.F.-Eligible Expenditures. Prior Equity/Lender Financing Expenditures, that is prior expenditures made for items other than T.I.F.-Funded Improvements, shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds

available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions Of Disbursement; Execution Of Certificate Of Expenditure.

Prior to each execution of a Certificate of Expenditure by the City, the Developer shall submit a Requisition Form and supporting documentation regarding the applicable expenditures to D.P.D. which shall be satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of any Requisition Form (which such Requisition Form shall constitute a request for execution by the City of a Certificate of Expenditure hereunder) shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(a) the total amount of the request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current Requisition Form, and such work and materials conform in all material respects to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct in all material respects and the Developer is in compliance in all material respects with all covenants contained herein;

(e) except as permitted by Section 8.15(b) hereof, the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender

Financing, if any; (iii) the undisbursed Equity; and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, procure additional lender financing or deposit with an escrow agent or 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 reasonable discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of the submission of a Requisition Form and execution of a Certificate of Expenditure, including but not limited to requirements set forth in the, T.I.F. Ordinances, this Agreement and 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.

Section 5.

Conditions Precedent.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget.

The Developer has submitted to D.P.D. and D.P.D. has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer has submitted to D.P.D., and D.P.D. has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to D.P.D., on prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under the names of the Developer, the General Partner and affiliates of the General Partner, Hispanic Housing, and Tropic Construction Corporation, and any other entities the Corporation Counsel reasonably deems necessary, as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgements search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

5.07 Surveys.

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

5.08 Insurance.

The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J with such

changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements.

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

5.12 Documentation.

The Developer has provided documentation to D.P.D. satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.13 Environmental.

The Developer has provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property and any Phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement.

The Developer, the General Partner, Hispanic Housing, and Apollo Housing Capital, L.L.C. or its affiliate, or some other limited partner approved by the D.P.D. Commissioner have each provided a copy of its Articles or Certificate of Incorporation, Certificate of Organization, or Certificate of Limited Partnership, as applicable, containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which each is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws of the corporation, partnership agreement, or

operating agreement, as applicable; and such other corporate documentation as the City has requested. Each entity in this section has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation.

The Developer has provided to Corporation Counsel and D.P.D., a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

The City has approved the Developer's selection of [Tropic Construction Corporation], an Illinois corporation, as the General Contractor. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall he provided to D.P.D. within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction of any portion of the Project, the 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 Number A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as (Sub)Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. 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 T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction.

7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

The Certificate will not be issued until:

(a) the Developer has notified the City in writing that the Project has been completed as defined in this Agreement and according to the Plans and Specifications; and

(b) the Developer has received a Certificate of Occupancy (or other evidence acceptable to D.P.D. that the Developer has complied with building permit requirements) for all components of the Project; and

(c) the City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in Section 10 and Section 8.09 (M./W.B.E. City Residency and Prevailing Wage) with respect to the construction of the Project; and

(d) the Developer has demonstrated to the City that it has incurred T.I.F.-eligible expenses in at least the amount requested in the Requisition Form; and

(e) the Developer has complied with the Affordable Housing Covenant in Section 8.20; and

(f) one hundred percent (100%) of the fifty-two (52) units are leased.

D.P.D. shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.19, 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in

the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that the covenants set forth in Section 8.02 shall be deemed to have been fulfilled upon the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto; and

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements and to pay for the costs of T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate the Developer's limited partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) except a transfer of a limited partnership interest to the Limited Partner on the Closing Date or an affiliate of the Limited Partner or another entity approved by the D.O.H. Commissioner on the same or better terms as proposed by the Limited Partner, the Developer shall not do any of the following prior to the issuance of a Certificate, without the prior written consent of D.P.D.: (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 the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate", when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which 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 Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended. Individuals are "Domestic Partners" if they satisfy the following criteria:

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

(B) neither party is married; and

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

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

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

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

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

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

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

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

8.05 Other Bonds.

[Intentionally Omitted]

8.06 Job Creation And Retention; Covenant To Remain In The City.

[Intentionally Omitted]

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered quarterly to the City. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon; D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee

of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure Of Interest.

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

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's for the first fiscal year for which such statements are available and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560, whether or not in the performance of this Agreement. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by

Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option,

(i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Affordable Housing Covenant.

In connection with the Affordable Housing Loan described on the attached (Sub)Exhibit E in Section A.2, a certain Regulatory Agreement between the City and the Developer, dated as of the date hereof, shall be recorded against the Property, which shall impose certain affordability restrictions on the Project as set forth therein.

8.21 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.22 Participation In City Beautification Efforts.

[Intentionally Omitted]

8.23 Public Benefits Program.

[Intentionally Omitted]

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital

status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project 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 fifty percent (50%) 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 (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D. 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 D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 multiplied by 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 he a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in (Sub)Exhibit H hereto) shall be expended for contract participation by M.B.E.s and by W.B.E.s:

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (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 M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. 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 M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s, or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and

business address of each M.B.E. and W.B.E. 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 M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. 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 M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default,

in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise

specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement And Throughout The Term Of The Agreement:

(i) Workers' Compensation And Employer's Liability Insurance.

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

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage liability coverages shall include the following: all premises and operations, products/completed operations, 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.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Two Million Dollars ($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 bases.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($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 Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars

($1,000,000). Coverage shall include contractual liability. 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.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars ($1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(c) Term Of The Agreement.

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.

(d) Other Requirements.

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in

force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. 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 the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase 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 "Indemnitees", 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) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public

policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement and without the prior written consent of the City, (i) the sale or transfer of an ownership interest in the Developer, except to the extent that the syndicator of low-income tax credits may acquire or sell an interest in the Project and/or the Developer, but only to one of its affiliates, or (ii) a change in the general partner of the Developer.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default or indemnification obligation of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an

Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D., pursuant to Section 8.06.

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

Department of Housing
33 North LaSalle Street, 2nd Floor
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

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

If To The Developer:

North and Talman Elderly Limited Partnership
In care of North and Talman Corporation
325 North Wells Street, 8th Floor
Chicago, Illinois 60647

with copies to:

Paul Shadle
DLA Piper U.S. L.L.P.
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601

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 (Sub)Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

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

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

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

18.15 Assignment.

Except with respect to the pledge of the City Note to Fannie Mae by the General Partner as security for a certain loan for the Project described in paragraph A.3 of (Sub)Exhibit E, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in

fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party may hereto agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including reasonable 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 judgement collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (h), 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.

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.

Developer

North and Talman Elderly Limited Partnership, an Illinois limited partnership

By: North and Talman Corporation, an Illinois corporation and its sole general partner

By: _____

Name: _____

Its: _____

City of Chicago

City of Chicago, Illinois, acting by and through its Department of Planning and Development

By: _____

Name: _____
Commissioner

City of Chicago, Illinois, acting by and through its Department of Housing

By: _____

Name: _____

_____
Commissioner

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of North and Talman Corporation, an Illinois corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 200__ in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the Board of Directors of the Corporation as his/her free and voluntary act and as the free and voluntary act of the Corporation, as general partner of North and Talman Elderly Limited Partnership, 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 the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibits "D", "F-1", "F-2" and "I" referred to in this Redevelopment Agreement with North and Talman Elderly Limited Partnership unavailable at time of printing.]

[(Sub)Exhibit "B" referred to in this Redevelopment Agreement with North and Talman Elderly Limited Partnership constitutes Exhibit "B-1" to the ordinance and printed on page 94283 of this *Journal*.]

[(Sub)Exhibits "K" and "O" not referenced in this Redevelopment Agreement with North and Talman Elderly Limited Partnership.]

(Sub)Exhibits "A", "C", "E", "G", "H", "J", "L", "M" and "N" referred to in this Redevelopment Agreement with North and Talman Elderly Limited Partnership read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Redevelopment Area.

Legal Description.

All that part of the south half of Sections 35 and 36 in Township 40 North, Range 13 East of the Third Principal Meridian, and the west half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, and the west half of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, and of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of West North Avenue with the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the easterly extension of the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 48 being also the south line of the alley south of West North Avenue; thence west along said easterly extension and the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the northwesterly line of said Lot 48; thence southwesterly along said northwesterly line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the west line of said Lot 48, said west line of Lot 48 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Lemoyne Street; thence east along said north line of West Lemoyne Street to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the south line of West Hirsch Street; thence west along said south line of West Hirsch Street to the west line of Lot 1 in Watson's Subdivision of Block 12 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Potomac Avenue; thence east along said north line of West Potomac Avenue to the east line of North Oakley

Boulevard; thence south along said east line of North Oakley Boulevard to the easterly extension of the north line of Lot 13 in Block 2 of E. A. Cummings and Company's Subdivision of Block 2 in the subdivision of Block 4 and Lots 1 to 6 and 12 to 32 of Block 5 of Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 13 being also the south line of West Haddon Avenue; thence west along said easterly extension and the south line of West Haddon Avenue to southerly extension of the east line of Lot 1 in Bernhard Loeff's Resubdivision of Lots 26 to 42, both inclusive, of McCreery's Subdivision of the north half of the northeast quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 1 in Bernhard Loeff's Resubdivision to the north line of said Lot 1, said north line of Lot 1 being also the south line of the alley south of West Division Street; thence west along said south line of the alley south of West Division Street and along the westerly extension thereof to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the north line of Lot 8 in the resubdivision of the subdivision of one acre in the northeast corner of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and of Lot "A" in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lot 8 being also the south line of the alley south of West Division Street; thence west along said north line of Lot 8 to the west line of said Lot 8; thence south along said west line of aforesaid Lot 8 to the easterly extension of the north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago being also the south line of the alley south of West Division Street; thence west along said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago to the west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago; thence south along said west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago to the north line of Lots 11 through 18, inclusive in said Gross' Humboldt Park Addition to Chicago, said north line of Lots 11 through 18, inclusive, being also the south line of the alley south of West Division Street; thence west along said north line of Lots 11 through 18, inclusive in Gross' Humboldt Park Addition to Chicago and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 4 in Gross' Third Humboldt Park Addition to Chicago, a subdivision of the east 100 feet of the northwest quarter of the southeast quarter of Section 1, Township 39 North,

Range 13 East of the Third Principal Meridian, and also the east 15 feet of Lot 1 and 42 in Block 1, and the east 15 feet of Lots 1 and 42 in Block 4 in Wetherbee and Gregory's Subdivision of the north half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except the east 100 feet of said tract), and also the west 15 feet of the east 10,015 feet of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 4 being also the south line of the alley south of West Division Street; thence west along said south line of the alley south of West Division Street to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the south line of West Division Street; thence east along said south line of West Division Street to the east line of North California Avenue; thence north along said east line of North California Avenue to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the northerly extension of the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said west line of Lot 16 being also the east line of the alley east of North California Avenue; thence south along said northerly extension and the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the southwesterly line of said Lot 16; thence southeasterly along said southwesterly line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the south line of said Lot 16, said south line of Lot 16 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the east line of Lot 12 in said Block 7 of Humboldt Park Residence Association's Subdivision; thence north along said east line of Lot 12 in Block 7 of Humboldt Park Residence Association's Subdivision and along the northerly extension thereof to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the east line of North Washtenaw Avenue; thence south along said east line of North Washtenaw Avenue to the south line of Lot 24 in Block 8 of aforesaid Humboldt Park Residence Association's subdivision, said south line of Lot 24 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 34 being also the north line of the open public alley north of West Division Street; thence east along said westerly extension and the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision to the east line of said Lot 34, said east line of Lot 34 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast

quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence northwesterly along said northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision to the north line of said Lot 12, said north line of Lot 12 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision to the northwest corner of said Lot 6; thence westerly along a straight line to the northeast corner of Lot 43 in said Block 1 of H. M. Thompson's Subdivision; thence west along the north line of said Lot 43 in Block 1 of H. M. Thompson's Subdivision to the east line of North Talman Avenue; thence west along a straight line to the northeast corner of Lot 6 in Block 2 of said H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 6 in Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof and along the north line of Lot 43 in said Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Washtenaw Avenue; thence south along said west line of North Washtenaw Avenue to the north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision, said north line of the south 0.5 feet of Lot 9 being also the south line of the alley south of West North Avenue; thence west along said north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the west line of said Lot 9, said west line of Lot 9 being also the east line of the alley west of North Washtenaw Avenue; thence south along said west line of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 39 in said Block 3 of H. M. Thompson's Subdivision; thence west along said easterly extension and the north line of said Lot 39 in Block 3 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Fairfield Avenue; thence north along said west line of North Fairfield Avenue to the north line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley east of North California Avenue; thence south along said west line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 42 in Block 4 of H. M. Thompson's

Subdivision to the east line of North California Avenue; thence north along said east line of North California Avenue and along the northerly extension thereof to the north line of the northeast quarter of Section 1, Township 39 North Range 13 East of the Third Principal Meridian; thence west along said north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and along the north line of the northwest quarter of said Section 1 to the southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 18 being also the west line of North Troy Street; thence north along said southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision to the north line of West North Avenue; thence west along said north line of west north avenue to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the south line of West Pierce Avenue; thence west along said south line of West Pierce Avenue to the southerly extension of the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago in the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the alley west of North Kedzie Avenue; thence north along said southerly extension and the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago to the northeasterly line of said Lot 11; thence northwesterly along said northeasterly line of Lot 11 to the north line of said Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago, said north line of Lot 11 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue to the east line of Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 12 being also the west line of the alley west of North Monticello Avenue; thence north along the northerly extension of said east line of Lot 12 in Block 2 of the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian to the centerline of the vacated alley lying north of and adjoining said Lot 12; thence west along said centerline of the vacated alley lying north of and adjoining Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, to the east line of North Lawndale Avenue; thence south along said east line of North Lawndale Avenue to the easterly extension of the north line of Lot 30 in Block 4 of Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North Range 13 East of the Third Principal Meridian, said north line of Lot 30 being also the south line of the alley south of West North Avenue; thence west along said easterly extension and the north line of Lot 30 in Block 4 of Beebe's Subdivision and along the westerly extension thereof, to the easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along

said easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way to the south line of Lot 13 in Block 6 in the subdivision of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian and except the railroad), said south line of Lot 13 being also the north line of the alley north of West North Avenue; thence west along said north line of the alley north of West North Avenue to the east line of North Troy Street; thence south along said east line of North Troy Street to the centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the east line of said vacated alley; thence north along said east line of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the westerly extension of the south line of Lot 17 in said Block 6 of Johnston and Cox's Subdivision, said south line of Lot 17 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Humboldt Boulevard; thence south along said west line of North Humboldt Boulevard to the north line of West North Avenue; thence east along said north line of West North Avenue to the east line of North Humboldt Boulevard; thence north along said east line of North Humboldt Boulevard to the south line of Lot 16 in Block 13 of Hansbrough and Hess Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 16 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and the easterly extension thereof to the east line of North California Avenue; thence south along said east line of North California Avenue to the south line of Lot 77 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 77 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Washtenaw Avenue; thence north along said west line of North Washtenaw Avenue to the westerly extension of the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1; thence east along said westerly extension and the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1 and along the easterly extension thereof and along the north line of the south 0.5 feet of Lot 7 in said Young and Talbott's Subdivision and along the easterly extension thereof to the east line of North Talman Avenue; thence south along said east line of North Talman Avenue to the south line of Lot 15 in Goodrich and Young's Subdivision of Lots 4, 5 and 6 in Block 1 of Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the

Third Principal Meridian, said south line of Lot 15 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and along the easterly extension thereof to the east line of North Western Avenue; thence north along said east line of North Western Avenue to the north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range14 East of the Third Principal Meridian; thence east along said north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division to the east line of said Lot 17; thence south along said east line of Lots 17 and 18 in the subdivision of Lot 4 of the Assessor's Division to the north line of the parcel of property bearing Permanent Index Number 14-31-326-065; thence east along said north line of the parcel of property bearing Permanent Index Number 14-31-326-065 and along the easterly extension thereof to west line of Lot 41 in J. N. Mason's Subdivision of the west part of Lot 5 and the south 33 feet of Lot 3 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, said west line of Lot 41 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 41 in said J. N. Mason's Subdivision, said south line of Lot 41 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the point of beginning at the south line of West North Avenue.

(Sub)Exhibit "C".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

T.I.F.-Funded Improvements.

Acquisition	$2,135,704
Construction Costs of Affordable Housing Units*	314,296
	$2,450,000

* Fifty percent (50%) of the actual construction costs of affordable housing units for low- and very low-income occupants are eligible as defined under the provisions of the Tax Increment Allocation Redevelopment Act.

(Sub)Exhibit "E".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Financing For The Project.

A. Lender Financing:

1. Amount: Not to exceed $1,099,000.

   Term: Not to exceed 32 years.

   Source: MB Financial Bank, N.A., or another entity acceptable to the D.O.H. Commissioner.

   Interest: Adjustable rate at Bank's reference rate plus ½%, with a floor of 4.5% during construction period; thereafter, a fixed rate 250 basis points over the 15 year Community Investment Program (C.I.P.) Advance Rate as quoted by the Federal Home Loan Bank of Chicago, or another rate acceptable to the D.O.H. Commissioner.

   Security: A first mortgage on the Property.

2. Amount: Not to exceed $1,700,000.

   Source: HOME Program/Corporate Funds/Program Income.

   Term: Not to exceed 32 years.

   Interest: Three percent (3%) per annum or another rate acceptable to the D.O.H. Commissioner.

   Security: Non-recourse loan; second mortgage on the Property.

3. Amount: Not to exceed $2,450,000.

   Source: Proceeds from a loan from Fannie Mae to the General Partner or another entity acceptable to the D.O.H. Commissioner and the D.P.D. Commissioner.

Term:	Maximum of 15 years, but not to exceed the remaining life of the Redevelopment Area.
Interest:	A fixed rate not to exceed eight and five-tenths percent (8.5%) per annum.
Security:	A pledge of the City Note (as defined in Section 4 of this Agreement).

B. Other Financing:

1. Approximately $9,360,000 to be derived from the syndication of $998,036 of Low-Income Housing Tax Credits expected to be allocated by the Illinois Housing Development Authority.

2.

Amount:	Approximately $340,000.
Source:	MB Financial Bank, N.A., from proceeds derived from the Federal Home Loan Bank of Chicago's Affordable Housing Program, or another source acceptable to the D.O.H. Commissioner.
Term:	15 years.
Security:	Recapture Agreement for a recoverable grant.

3. The General Partner will contribute $100.

(Sub)Exhibit "G".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title

insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

   Security interest granted to Fannie Mae in the General Partner's interest in the City Note.

   Recapture Agreement between the Developer and the Federal Home Loan Bank of Chicago, or a participating member ("F.H.L.B."), in connection with the F.H.L.B. grant of approximately Three Hundred Forty Thousand Dollars ($340,000) made to the Developer.

(Sub)Exhibit "H".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Project Budget.

Land Acquisition	$ 2,135,704
Hard Costs	10,438,245
Soft Costs	1,646,210
Developer's Fee	931,824
Deferred Developer's Fee	398,414
TOTAL:	$ 15,550,397

(Sub)Exhibit "J".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____, (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's

(i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute rounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments or purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois. [Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to that certain _____ Redevelopment Agreement between the Developer and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $ _____, have been made:

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

$ _____

C. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

$ _____

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

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

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

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

By: _____
Name

Title: _____

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

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Planning and Development

(Sub)Exhibit "M".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Form Of City Note.

Registered
Number R-1

Maximum Amount
$[2,450,000]

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note (Humboldt Park Redevelopment Project Area), Taxable Series 200__.

Registered Owner: North and Talman Elderly Limited Partnership

Interest Rate: Fannie Mae's thirteen (13) year cost of funds, as determined by the City Comptroller's Office based upon an interpolation of Fannie Mae's published constant maturity index, plus two hundred (200) basis points, but in no event exceeding eight and one-half percent (8.5%) per annum.

Maturity Date: _____, _____ 20__

Know All, Persons By These Presents, That the City of Chicago, Cook County,

Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with that certain ordinance adopted by the City Council of the City on _____, 2006 and that certain North and Tillman Elderly Limited Partnership Redevelopment Agreement (the "Redevelopment Agreement") dated as of the date hereof between the City and North and Talman Elderly Limited Partnership (the "Developer") up to the principal amount of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of this Note. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid. All payments on this Note are from the Available Incremental Taxes (as defined in the Redevelopment Agreement) and subject to Sections 4.04 and 4.07 of the Redevelopment Agreement, with payments as follows: (i) On March 1, 2008, the first payment of City Funds shall be an interest only payment in an amount not to exceed Two Hundred Twenty Thousand Dollars ($220,000); (ii) the second payment shall be of principal and interest and shall be made after the Certificate is issued on March 1, 2009 in the amount indicated on the debt schedule attached to this Note; however, the D.P.D. Commissioner may authorize the second payment of City Funds even if the Certificate has not been issued, if the D.P.D. Commissioner determines that such payment is necessary to complete the Project; and (iii) subsequent payments of principal and interest will be made on March 1 of each year in the amounts indicated on the debt schedule attached to this Note.

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 (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal 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 the principal amount of advances made from time to time by the Registered Owner up to Two Million Four Hundred Fifty

Thousand Dollars ($2,450,000) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by North and Talman Elderly Limited Partnership (the "Project"), in connection with the acquisition of land and the construction of a five (5) story masonry building with approximately fifty-two (52) rental units restricted to residents who are fifty-five (55) years and older in the Humboldt Park Commercial 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 "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and 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 T.I.F. Act and the ordinance, in order to pay the principal 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 Is Payable Solely From Available Excess Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) 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 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 (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (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, 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. The cost of such acquisition and construction up to the amount of Two Million Four Hundred Fifty Thousand Dollars ($[2,450,000]) shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend payments of principal and of interest on this Note upon the occurrence of certain conditions and seek reimbursement of any payments of principal and of interest on this Note. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor

and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 200__.

_____
Mayor

[Seal]

Attest:

_____
City Clerk

Registrar and Paying Agent:

Chief Financial Officer of the
City of Chicago,
Cook County, Illinois

Certificate
Of
Authentication

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Humboldt Park Redevelopment Project), Taxable Series 200__, of the City of Chicago, Cook County, Illinois.

_____
Chief Financial Officer

Date: _____

Debt Service Schedule referred to in this Form of City Note reads as follows:

Debt Service Schedule.
(To Form Of City Note)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Sub)Exhibit "N".
(To Redevelopment Agreement With North And Talman Elderly Limited Partnership)

Form Of Subordination Agreement.

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

Witnesseth:

Whereas, The North and Talman Elderly Limited Partnership, an Illinois limited liability company (the "Developer"), has purchased certain property located with the Humboldt Park Commercial Redevelopment Project Area at 2634 -- 2644 West North Avenue, Chicago, Illinois 606__ and legally described on (Sub)Exhibit A hereto (the "Property"), in order to construct a fifty-three (53) unit development to be known as "North and Talman Senior Apartments" that will consist of a five (5) story masonry building with fifty-three (53) units located on the Property with approximately nineteen (19) parking spaces (the "Facility"). The fifty-three (53) rental units will be restricted to residents who are fifty-five (55) years or older and will consist of forty-eight (48) one (1) bedroom apartments, four (4) two (2) bedroom apartments, and one (1) manager's apartment. The Facility and related improvements are collectively referred to herein as the "Project".

Whereas, As part of obtaining financing for the Project, the Developer and _____, [as trustee under Trust Agreement dated _____ and known as Trust Number _____ (the "Land Trustee") (the Developer and the Land Trustee collectively referred to herein as the "Borrower")], have entered into a certain Construction Loan Agreement dated as of _____ with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed $_____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated and recorded _____ as Document Number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded _____ as Document Number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

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

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02 and 8.19] [Note: Refer to Section 7.02 of the Agreement to confirm which covenants to list.] of the Redevelopment Agreement (the "City Encumbrances");

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

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

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

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

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

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

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

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

If To The City:

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

City of Chicago Department of Housing
33 North LaSalle Street, 2nd floor
Chicago, Illinois 60602
Attention: Commissioner

with a copy to:

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

If To The Lender: _____

_____

_____

Attention: _____

with a copy to:

_____

_____

_____

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

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

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____ Commissioner, Department of Planning and Development

Acknowledged and agreed to this

_____ day of _____, _____

[Developer], a _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act, and as the free and voluntary act deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

_____
Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

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

AUTHORIZATION FOR ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS, EXECUTION OF LOAN AGREEMENT AND CONVEYANCE OF CITY-OWNED PROPERTY FOR CONSTRUCTION OF AFFORDABLE HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Multi-Family Housing Revenue Bonds for North Lawndale L.P., Washington Park 55th Place L.P. and the West Englewood L.P., and to enter into and execute a loan agreement with West Englewood L.P., amount of bonds not to exceed $26,000,000, amount of loan not to exceed $4,574,433, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") is a home rule unit of local government and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide financing to (i) North Lawndale Limited Partnership, an Illinois limited partnership ("Sankofa LP"), the general partner of which is Sankofa House Company, L.L.C., an Illinois limited liability company ("Sankofa G.P."), the members of which are Sankofa Safe Child, an Illinois not-for-profit corporation, acting as managing member, and The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation (I.H.D.C.), (ii) Washington Park 55th Place Limited Partnership, an Illinois limited partnership ("Coppin House L.P."), the general partner of which is Coppin House Company, L.L.C., an Illinois limited liability company ("Coppin House G.P."), the Members of which are Coppin House A.M.E. Church Economic Development N.F.P., an Illinois not-for-profit corporation, acting as managing member, and I.H.D.C. and (iii) West Englewood Limited Partnership, an Illinois limited partnership ("West Englewood L.P." and collectively with Sankofa L.P. and Coppin House LP, the "Borrowers"), the general partner of which is Clara's Village Company, L.L.C., an Illinois limited liability company ("West Englewood G.P." and collectively with Sankofa G.P. and Coppin House G.P., the "General Partners"), the members of which are West Englewood United Organization, an Illinois not-for-profit corporation, acting as managing member, and I.H.D.C., to pay or reimburse a portion of the costs of acquiring, constructing and equipping of (i) a low-income residential facility located generally at 4041 West Roosevelt Road, consisting of one (1) building with approximately fifty-eight (58) one (1), two (2), three (3) and four (4) bedroom units (the "Sankofa House Development"), (ii) low-income residential facilities located generally at 333 East 55th Place and 338 East 56th Street, consisting of two (2) approximately twenty-seven (27) unit buildings containing a total of approximately fifty-four (54) one (1), two (2), three (3) and four (4) bedroom units (the "Coppin House Development") and (iii) low-income residential facilities located generally at 1637 West 59th Street, 1901 West 59th Street, 1941 West 59th Street, 2115 West 63rd Street and 6355 South Wood Street, consisting of five (5) scattered site buildings containing a total of approximately fifty-two (52) one (1), two (2) and three (3) bedroom units (the "Clara's Village Development" and collectively with the Sankofa House Development and the Coppin House

Development, the "Developments"), with the Developments also containing related common facilities and on-site parking; and

WHEREAS, Such financing will be provided by the City by issuing (i) a separate series of tax-exempt revenue bonds for each Development and using the proceeds of the sale thereof to purchase fully modified mortgage-backed securities, the payment of principal and interest on which corresponds to payments on a mortgage loan to be made to the Borrower insured by the Federal Housing Administration ("F.H.A.") and backing those securities, and which securities are guaranteed as to timely payment by the Government National Mortgage Association ("G.N.M.A.") and (ii) a separate series of tax-exempt revenue bonds for each Development, the principal and interest on which will be secured by separate direct-pay letters of credit to be issued by a bank or other financial institution approved by an Authorized Officer (as hereinafter defined), and loaning the proceeds thereof to the respective Borrowers to fund a portion of the costs of the respective Development; and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its (i) Multi-Family Housing Revenue Bonds (Sankofa House Project), Series 2006A (F.H.A Insured/G.N.M.A.), (ii) Multi-Family Housing Revenue Bonds (Coppin House Project), Series 2006A (F.H.A. Insured/G.N.M.A.) and (iii) Multi-Family Housing Revenue Bonds (Clara's Village Project), Series 2006A (F.H.A.- Insured/G.N.M.A.) (collectively, the "G.N.M.A. Bonds"); and

WHEREAS, In connection with the issuance of the G.N.M.A. Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into (i) a separate Trust Indenture to provide for the financing of each of the Developments (each, a "G.N.M.A. Indenture") between the City and a trustee (the "G.N.M.A. Trustee") to be selected by an Authorized Officer, providing for the security for and terms and conditions of the G.N.M.A. Bonds to be issued thereunder, (ii) a separate Financing Agreement to provide for the financing of each of the Developments (each, a "G.N.M.A. Financing Agreement") among the City, each respective Borrower and the G.N.M.A. Trustee providing for the use of the proceeds of the related G.N.M.A. Bonds to purchase fully modified mortgage-backed securities guaranteed by G.N.M.A. from Collateral Real Estate Capital, L.L.C., a Delaware limited liability company, or another entity acceptable to the City (the "Lender"), and the corresponding making of a mortgage loan by the Lender to each respective Borrower backing those securities and insured by the F.H.A., all for the purposes described above, (iii) one or more Bond Purchase Agreements among the City, each respective Borrower and one or more underwriters for the G.N.M.A. Bonds, or, alternatively, another sale agreement among the City, each respective Borrower and one or more purchasers of the related G.N.M.A. Bonds (in each case, a "G.N.M.A. Purchase Agreement") providing for the sale of the related G.N.M.A. Bonds and the preparation and circulation, if necessary, of a preliminary official

statement for the G.N.M.A. Bonds or, alternatively, another type of disclosure document prepared in connection with the offer and sale of such G.N.M.A. Bonds (in either case, a "G.N.M.A. Preliminary Official Statement") and an official statement or alternative disclosure document prepared in connection with the offer and sale of such G.N.M.A. Bonds (the "G.N.M.A. Official Statement"), (iv) one or more Tax Regulatory Agreements (the "G.N.M.A. Tax Agreement") among the City, the G.N.M.A. Trustee and each respective Borrower, and (v) a separate Land-Use Restriction Agreement among the City, each respective Borrower and the G.N.M.A. Trustee (also in its capacity as Variable Rate Trustee (as hereinafter defined) (a "Land-Use Restriction Agreement"); and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its (i) Variable Rate Demand Multi-Family Housing Revenue Bonds (Sankofa House Project), Series 2006B, (ii) Variable Rate Demand Multi-Family Housing Revenue Bonds (Coppin House Project), Series 2006B and (iii) Variable Rate Multi-Family Housing Revenue Bonds (Clara's Village Project), Series 2006B (collectively, the "Variable Rate Bonds" and, together with the G.N.M.A. Bonds, the "Bonds"); and

WHEREAS, In connection with the issuance of the Variable Rate Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into (i) a separate Trust Indenture to provide for the financing of each of the Developments (each, a "Variable Rate Indenture" and, together with the G.N.M.A. Indenture, the or an "Indenture") between the City and a trustee (the "Variable Rate Trustee") to be selected by an Authorized Officer, providing for the security for and terms and conditions of the Variable Rate Bonds to be issued thereunder, (ii) a separate Loan Agreement to provide for the financing of each of the Developments (each, a "Variable Rate Loan Agreement") among the City, each respective Borrower and the Variable Rate Trustee providing for the loan of the proceeds of the Variable Rate Bonds to each respective Borrower, (iii) one or more Bond Purchase Agreements among the City, each respective Borrower and one or more underwriters for the Variable Rate Bonds or, alternatively, another sale agreement among the City, each respective Borrower and one or more purchasers of the related Variable Rate Bonds (in each case, a "Variable Rate Purchase Agreement" and, together with the G.N.M.A. Purchase Agreement, the or a "Purchase Agreement") providing for the sale of the related Variable Rate Bonds and the preparation and circulation, if necessary, of a preliminary official statement for the Variable Rate Bonds or, alternatively, another type of disclosure document prepared in connection with the offer and sale of such Variable Rate Bonds (in either case, a "Variable Rate Preliminary Official Statement" and, together with the G.N.M.A. Preliminary Official Statement, the or a "Preliminary Official Statement") and an official statement or alternative disclosure document prepared in connection with the offer and sale of such Variable Rate Bonds (the "Variable Rate Official Statement" and, together with the G.N.M.A. Preliminary Official Statement, the or

an "Official Statement"), (iv) one or more Tax Regulatory Agreements (the "Variable Rate Tax Agreement" and, together with the G.N.M.A. Tax Agreement the or a "Tax Agreement") among the City, the Trustee and each respective Borrower relating to the use of the proceeds of the related Variable Rate Bonds and the use of the related Development, and (v) a Land-Use Restriction Agreement; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section12701, et seq., authorizing, inter alia the HOME, Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing. The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used in connection with affordable housing bond initiatives or as the local match of HOME Funds as required under the HOME Program. The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to West Englewood L.P. in an amount not to exceed Four Million Five Hundred Seventy-four Thousand Four Hundred Thirty-three Dollars ($4,574,433) (the "Affordable Housing Loan"), to be funded from HOME Funds pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, The City is the owner of the vacant parcels of property described on Exhibit B attached hereto (each, a "Parcel" and collectively, the "Property"), certain of which are located in the 63rd/Ashland Redevelopment Project Area (the "Redevelopment Area") established in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11- 74.4-1, et seq. (the "Act") by ordinance adopted by the City Council of the City on March 29, 2006 and published in the *Journal of Proceedings of the City Council of the City of Chicago* for such date at pages 72958 -- 73124; and

WHEREAS, I.H.D.C. has proposed to purchase the Property, which has an aggregate appraised fair market value of One Million Eight Hundred Ninety-five Thousand Dollars ($1,895,000), for the sum of One and no/100 Dollars ($1.00), and thereafter immediately to transfer the applicable Parcels to the related Borrowers; and

WHEREAS, Pursuant to Public Act 92-0491 (as supplemented, amended and restated from time to time) and certain implementing regulations promulgated in connection therewith, the City and the Illinois Housing Development Authority ("I.H.D.A.") are each authorized to make certain allocations of tax credits ("Donation Tax Credits") in connection with certain qualified donations made in connection with affordable housing projects; now, therefore,

Be It Ordained by the City Council of the City of Chicago, as follows:

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

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to each Authorized Officer to determine to sell the G.N.M.A. Bonds and the Variable Rate Bonds on such terms as and to the extent such officer determines that such sale or sales is desirable and in the best financial interest of the City. Any such designation and determination by an Authorized Officer shall be signed in writing by such Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this ordinance unless and until revoked, such revocation to be signed in writing by an Authorized Officer and filed with the City Clerk.

SECTION 3. Authorization Of Bonds. The issuance of (i) the G.N.M.A. Bonds in an aggregate principal amount of not to exceed Nine Million Two Hundred Thousand Dollars ($9,200,000) and (ii) the Variable Rate Bonds in an aggregate principal amount of not to exceed Sixteen Million Eight Hundred Thousand Dollars ($16,800,000) is hereby authorized. The aggregate principal amount of the Bonds to be issued shall be as set forth in the related Notification of Sale referred to below.

The Bonds shall contain a provision that they are issued under authority of this ordinance. The G.N.M.A. Bonds shall not mature later than forty-five (45) years after the date of issuance thereof. The Variable Rate Bonds shall not mature later than five (5) years after the date of issuance thereof. The Bonds shall bear interest at a rate or rates not to exceed thirteen percent (13%), payable on the interest payment dates as set forth in the related Indenture and in the related Notification of Sale. The Bonds shall be dated, shall be subject to redemption or tender prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the related Indenture, the form of the Bonds therein and the related Notification of Sale.

Each series of Variable Rate Bonds shall bear interest (computed from time to time at such rates and on such basis as shall be determined by such remarketing or other indexing agent as shall be selected by the Borrower and approved by an Authorized Officer for that purpose) payable on such dates as shall be determined by such Authorized Officer at the time of sale of such Variable Rate Bonds and specified in the related Indenture. Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (not to exceed one hundred two percent (102%) of the principal amount thereof) as shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds.

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds shall be as set forth in the related Indenture and the form of the Bonds therein.

Each of (i) the Mayor of the City (the "Mayor"), the (ii) Chief Financial Officer of the City (as defined below) or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer or any such other officer being referred to as an "Authorized Officer") is hereby authorized to execute and deliver each Indenture on behalf of the City, each G.N.M.A. Indenture to be in substantially the form attached hereto as Exhibit C-1 and each Variable Rate Indenture to be in substantially the form attached hereto as Exhibit C-2, as determined in the related Notification of Sale, 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 Indenture attached to this ordinance.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

Each Authorized Officer is hereby authorized to act as an authorized issuer representative (each an "Authorized Issuer Representative") of the City for the purposes provided in the Indenture.

An Authorized Officer is hereby authorized to execute and deliver each G.N.M.A. Financing Agreement on behalf of the City, each such G.N.M.A. Financing Agreement to be in substantially the form attached hereto as Exhibit D-1 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 G.N.M.A. Financing Agreement attached to this ordinance.

An Authorized Officer is hereby authorized to execute and deliver each Variable Rate Loan Agreement on behalf of the City, each such Variable Rate Loan Agreement to be in substantially the form attached hereto as Exhibit D-2, 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 Variable Rate Loan Agreement attached to this ordinance.

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

An Authorized Officer is hereby authorized to execute and deliver one or more Tax Agreements on behalf of the City, in substantially the form of tax agreements used in previous issuances of tax-exempt bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the applicable provisions of the Internal Revenue Code of 1986, as amended, 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 Bonds. 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.

SECTION 4. Security For The Bonds. The G.N.M.A. Bonds shall be limited obligations of the City, payable solely from (i) all right, title and interest of the City in the G.N.M.A. mortgage-backed securities purchased pursuant to the related G.N.M.A. Financing Agreement, (ii) all right, title and interest of the City (other than certain reserved rights of the City, as described in such Financing Agreement) in the related G.N.M.A. Financing Agreement and (iii) the proceeds of the G.N.M.A. Bonds and income from the temporary investment thereof, as provided in related G.N.M.A. Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the G.N.M.A. Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in related G.N.M.A. Indenture and are hereby appropriated for the purposes set forth in such G.N.M.A. Indenture. 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 each G.N.M.A. Indenture 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 issuance of the G.N.M.A. Bonds, all as shall be determined by the Authorized Officer at the time of the sale of the G.N.M.A. Bonds. Each G.N.M.A. Indenture shall

set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the G.N.M.A. Bonds issued thereunder.

The Variable Rate Bonds shall be limited obligations of the City, payable solely from (i) all right, title and interest of the City in the related Variable Rate Loan Agreement (other than certain reserved rights of the City, as described in such Variable Rate Loan Agreement) and (ii) all monies and securities held by the Trustee in any of the funds and accounts established under the related Variable Rate Indenture (with certain exceptions as may be provided in such Variable Rate Indenture). In order to secure the payment of the principal of, premium, if any, and interest on the Variable Rate Bonds, such rights, monies and securities are hereby pledged to the extent and for the purposes as provided in related Variable Rate Indenture and are hereby appropriated for the purposes set forth in such Variable Rate Indenture. 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 each Variable Rate Indenture 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 issuance of the Variable Rate Bonds, all as shall be determined by the Authorized Officer at the time of the sale of the Variable Rate Bonds. Each Variable Rate Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the Variable Rate Bonds issued thereunder.

SECTION 5. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or upon the direction of, one or more underwriters (the "Underwriters") to be selected by an Authorized Officer, subject to the terms and conditions of the related Purchase Agreement, or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by an Authorized Officer subject to the terms and conditions of the related Purchase Agreement. An Authorized Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors, and with such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Purchase Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in the Purchase Agreement executed by the Authorized Officer, and provided further that, if the Bonds are sold directly to

institutional investors, the City may forego the use of a Preliminary Official Statement or Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Authorized Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed three percent (3%) of their aggregate principal amount. In connection with the offer and delivery of the Bonds, the Authorized Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

SECTION 6. Notification Of Sale. Subsequent to the sale of any Bonds, the Authorized Officer shall file in the Office or the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of the Bonds sold, (ii) the extent of any tender rights to be granted to the holder of the Bonds, including, without limitation, the right of the holder to tender the Bonds in exchange for one or more mortgage certificates held by the Trustee under the Indenture, (iii) the identity of the Trustee, (iv) the interest rates on the Bonds or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable to such Variable Rate Bonds from time to time, (v) the identity of any Underwriters or institutional investors who purchase the Bonds directly from the City or through the Underwriters, (vi) the compensation paid to the Underwriters in connection with such sale, (vii) the identity of the issuer(s) of the letters of credit securing Variable Rate Bonds, (viii) the identity of the remarketing agent retained in connection with the issuance of Variable Rate Bonds, if any, and (ix) any other matter authorized by this ordinance to be determined by an Authorized Officer at the time of the sale of any Bonds. There shall be attached to such notification the final form of each Indenture providing for the issuance of the Bonds described in such Notification of Sale.

SECTION 7. Use Of Proceeds. The proceeds from the sale of the Bonds shall be deposited as provided in related Indenture pursuant to which such Bonds are issued and used for the purposes set forth in the second paragraph of the recitals of this ordinance.

SECTION 8. Additional Authorization. Each Authorized Officer, the City Treasurer, the Commissioner of D.O.H. (the "Commissioner"), the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

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

SECTION 10. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Internal Revenue Code of 1986, as amended, in the allocation of the City's volume cap.

SECTION 11. Sale Of Property. The City is hereby authorized to sell and convey to I.H.D.C. the Property for the sum of One and no/100 Dollars ($1.00). The City acknowledges and agrees that I.H.D.C. shall thereafter immediately transfer the applicable Parcels to the relate Borrowers.

SECTION 12. Execution Of Deeds. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed or deeds conveying to I.H.D.C., or to a land trust of which I.H.D.C. is the sole beneficiary, or to a business entity of which I.H.D.C. is the sole controlling party, the Property for the consideration described herein.

SECTION 13. Donation Tax Credits. The City hereby approves the conveyance of the Property as a donation to I.H.D.C. from the City. The Commissioner is hereby authorized to transfer any Donation Tax Credits which may be allocated to the City by I.H.D.A. in connection with the conveyance of the Property on such terms and conditions as are satisfactory to the Commissioner (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the Commissioner is hereby authorized to use such proceeds to make a grant to I.H.D.C. the Borrowers or the General Partners, in his discretion, for use in connection with the Developments (the "Grant"). The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into such agreements and instruments, and perform

any and all acts as shall be necessary or advisable in connection with the implementation of the Transfer and the Grant. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Grant to I.H.D.C., the Borrowers or the General Partners, in his discretion, for use in connection with the Developments.

SECTION 14. Approval Of Affordable Housing Loan. Upon the approval and availability of the Additional Financing is shown on Exhibit A-1 hereto, the Commissioner and any designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the execution and receipt of proper documentation, and compliance with the terms and provisions thereof, the Commissioner is hereby authorized to disburse the proceeds of the Affordable Housing Loan to the Borrower.

SECTION 15. 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 16. Fee Waivers, Et Cetera. In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, impost by the City with respect to the Developments and as more fully described in Exhibit A-2 attached hereto. The Developments shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Section 2-44-090 of the Municipal Code shall not apply to the Developments.

SECTION 17. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 18. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. 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. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive

payment of the principal of or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 19. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A-1", "A-2", "B", "C-1", "C-2", "D-1", "D-2" and "E" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

Affordable Housing Loan.

Clara's Village Development:

1.	Source:	HOME Program/Corporate Fund/Program Income.
	Amount:	Not to exceed $4,574,433.
	Term:	Not to exceed 45 years.
	Interest:	0% percent per annum.
	Security:	Non-recourse loan; second mortgage on the Clara's Village Development.

Additional Financing:

2.	Source:	G.N.M.A. Bonds issued for the Clara's Village Development, as described in this ordinance. Such Bond proceeds will be used to purchase one or more G.N.M.A. securities issued by the Lender. The Lender will make a loan in an aggregate amount not to exceed $3,000,000 (the "Senior Loan") to the Borrower, secured by a first mortgage on the Clara's Village Development (the "Senior Mortgage"). Repayments under the Senior Loan are insured by the Federal Housing Administration.

3. Source: To be derived from approximately $689,217 in Low-Income Housing Tax Credits.

   Amount: Approximately $6,753,650, all or a portion of which will be used to repay the Variable Rate Bonds relating to the Clara's Village Development.

4. Source: I.H.D.A., or another source acceptable to the Commissioner.

   Amount: $750,000.

   Term: Not to exceed 45 years.

   Interest: 0% per annum, or another rate acceptable to the Commissioner.

   Security: Third mortgage on the Clara's Village Development.

5. Source: Proceeds derived from the Federal Home Loan Bank of Chicago's Affordable Housing Program, or another source acceptable to the Commissioner.

   Amount: $546,000.

   Term: Not to exceed 45 years.

   Interest: 3% per annum or another rate acceptable to the Commissioner.

   Security: Fourth mortgage on the Clara's Village Development.

6. Source: Proceeds of various energy grants, or another source acceptable to the Commissioner.

   Amount: $242,853.

Sankofa House Development:

1. Source: G.N.M.A. Bonds issued for the Sankofa House Development, as described in this ordinance. Such Bond proceeds will be used to purchase one or more G.N.M.A. securities issued by the Lender. The Lender

will make a loan in an aggregate amount not to exceed $3,000,000 (the "Senior Loan") to the Borrower, secured by a first mortgage on the Sankofa House Development (the "Senior Mortgage"). Repayments under the Senior Loan are insured by the Federal Housing Administration.

2. Source: To be derived from approximately $683,202 in Low-Income Housing Tax Credits.

   Amount: Approximately $6,697,506, all or a portion of which will be used to repay the Variable Rate Bonds relating to the Sankofa House Development.

3. Source: I.H.D.A., or another source acceptable to the Commissioner.

   Amount: $3,500,000.

   Term: Not to exceed 45 years.

   Interest: 0% percent per annum, or another rate acceptable to the Commissioner.

   Security: Second mortgage on the Sankofa House Development.

4. Source: I.H.D.A., or another source acceptable to the Commissioner.

   Amount: $750,000.

   Term: Not to exceed 45 years.

   Interest: 0% percent per annum, or another rate acceptable to the Commissioner.

   Security: Third mortgage on the Sankofa House Development.

5. Source: Proceeds from the transfer of donation tax credits, or another source acceptable to the Commissioner.

   Amount: Approximately $402,688.

6. Source: Proceeds derived from the Federal Home Loan Bank of Chicago's Affordable Housing Program, or another source acceptable to the Commissioner.

   Amount: $600,000.

   Term: Not to exceed 45 years.

   Interest: 3% percent per annum, or another rate acceptable to the Commissioner.

   Security: Fourth mortgage on the Sankofa House Development.

7. Source: Proceeds of various energy grants, or another source acceptable to the Commissioner.

   Amount: $176,360.

Coppin House Development:

1. Source: G.N.M.A. Bonds issued for the Coppin House Development, as described in this ordinance. Such Bond proceeds will be used to purchase one or more G.N.M.A. securities issued by the Lender. The Lender will make a loan in an aggregate amount not to exceed $3,000,000 (the "Senior Loan") to the Borrower, secured by a first mortgage on the Coppin House Development (the "Senior Mortgage"). Repayments under the Senior Loan are insured by the Federal Housing Administration.

2. Source: To be derived from approximately $681,143 in Low-Income Housing Tax Credits.

   Amount: Approximately $6,682,357, all or a portion of which will be used to repay the Variable Rate Bonds relating to the Coppin House Development.

3. Source: I.H.D.A., or another source acceptable to the Commissioner.

   Amount: $3,500,000.

	Term:	Not to exceed 45 years.
	Interest:	0% percent per annum, or another rate acceptable to the Commissioner.
	Security:	Second mortgage on the Coppin House Development.
4.	Source:	I.H.D.A., or another acceptable to the Commissioner.
	Amount:	$750,000.
	Term:	Not to exceed 45 years.
	Interest:	0% percent per annum, or another source acceptable to the Commissioner.
	Security:	Third mortgage on the Coppin House Development.
5.	Source:	Proceeds from the transfer of donation tax credits, or another source acceptable to the Commissioner.
	Amount:	Approximately $402,688.
6.	Source:	Proceeds derived from the Federal Home Loan Bank of Chicago's Affordable Housing Program, or another source acceptable to the Commissioner.
	Amount:	$600,000.
	Term:	Not to exceed 45 years.
	Interest:	3% percent per annum, or another rate acceptable to the Commissioner.
	Security:	Fourth mortgage on the Coppin House Development.
7.	Source:	Proceeds of various energy grants, or another source acceptable to the Commissioner.
	Amount:	$254,625.

Exhibit "A-2".
(To Ordinance)

Fee Waivers.

Department Of Construction And Permits.

Waiver Of Plan Review, Permit And Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote read-outs are not waived).

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

Legal Descriptions.

Parcel 1:

Lots 21, 22, 34, 35 and 36 in E. A. Cummings & Co.'s 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The west 3½ feet of Lot 1 and all of Lots 2 and 3 in Block 2 in Demarest's Subdivision of the northeast quarter of the southeast quarter of Section 18 Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 6, 7, 8 and 9 in Block 11 in South Lynne, being Vail's Subdivision of the north half of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 1 in the resubdivision of Lots 27 and 28 in Block 4 in Drexel Park being a subdivision of the east quarter of the north half of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1:

The west 40 feet of the north half of Lot 20 in Block 2 in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian (except that part of the premises taken or used for alleys) in Cook County, Illinois.

Parcel 2:

The east 40 feet of the west 80 feet of the north half of Lot 20 in Block 2 in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian (except that part of said premises taken or used for alley) in Cook County, Illinois.

Parcel 3:

The west 30 feet of the north half of Lot 18 and north half of Lot 19 and that part of the north half of Lot 20, lying east of the west 80.00 feet thereof all in Block 2 of Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian (except the south 8.00 feet of said premises taken and condemned for alley purposes), all in Cook County, Illinois.

Parcel 4:

That part of the south half of Lot 20 in Block 2 lying east of the east of the west 73.33 feet thereof; also the west 10.00 feet of the south half of said Lot 19 in

Block 2 (excepting from said premises that part thereof taken or used for alley), all in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The east 36 feet, 8 inches of the west 73-4/12 feet of the south half of Lot 20 in Block 2 in Yerby's Subdivision of the north half of the north half of northwest quarter and the west half of the northeast quarter of Section Township 38 North, Range 14, East of the Third Principal Meridian (except the north 8.00 feet of the above described property taken and used for alley) in Cook County, Illinois.

Parcel 6:

The east 45.00 feet of the west 55.00 feet of the south half of Lot 19 in Block 2 in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian (except said land that part thereof condemned, used or occupied as an alley), in Cook County, Illinois.

Parcel 7:

That part of the south half of Lot 19 in Block 2, lying east of the east line of the west 55.00 feet thereof (excepting therefrom the north 8.00 feet thereof taken or used for alley) all in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

The west 30 feet of the south half of Lot 18 in Block 2 in Yerby's Subdivision of the north half of the north half of the northwest quarter and the west half of the northeast quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian (excepting therefrom the north 8.00 feet thereof), all in Cook County, Illinois.

Lots 1 through 10 in Block 2 in Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "C-1".
(To Ordinance)

Trust Indenture

Between

City Of Chicago

And

_____,

As Trustee

With Respect To

$____,000 Multi-Family Housing Revenue Bonds
(_____ Project)
Series 2006A (F.H.A.-Insured/G.N.M.A.)

Dated As Of_____, 2006.

THIS TRUST INDENTURE, dated as of _____, 2006, between the CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the *"Issuer"*), and _____, a national banking association duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States of America and having its principal corporate trust office located in the City of Chicago, Illinois, as Trustee (such trustee or any of its successors in trust being the *"Trustee"*).

RECITALS

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

WHEREAS, the Issuer has determined to issue, sell and deliver $_____,000 aggregate principal amount of Multi-Family Housing Revenue Bonds (_____ Project), Series 2006A (FHA Insured/GNMA) (the *"Bonds"*), as provided herein for the purpose of financing the Mortgage Loan (as herein defined) and HUD (as herein defined) has issued its Firm Commitment dated _____, 2006, to provide mortgage insurance; and

WHEREAS, Collateral Real Estate Capital, LLC (the *"GNMA Issuer"*) has agreed (a) to make a FHA-insured mortgage loan in the amount of $_____,000 (the *"Mortgage Loan"*) to _____, an Illinois limited partnership (the *"Borrower"*), and (b) to issue fully modified mortgage-backed securities that are guaranteed as to timely payment by the Government National Mortgage Association (the *"GNMA Security"* or *"GNMA Securities"*); and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of the right, title and interest of the Issuer (if any) in and to the GNMA Securities and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, the Issuer, 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 Holders thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, has executed and delivered this Indenture and does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Trustee in and to the following, subject only to the provisions of this Indenture permitting the application thereof or to the purposes and on the terms and conditions set forth herein (said property being herein referred to as the *"Trust Estate"*), to wit

GRANTING CLAUSES

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

A. All right, title and interest of the Issuer in and to the GNMA Securities, including all extensions and renewals of the term thereof, if any, including but without limiting the generality of the foregoing, the present and the continuing right to make claim for, collect, receive and receipt for any and all amounts due and payable under the GNMA Securities, to bring actions and proceedings under the GNMA Securities or for the enforcement thereof and to

do any and all things that the owner of the GNMA Securities is or may be entitled to do, and all payments with respect to the GNMA Securities and any interest, profits and other income derived from the investment thereof; and

B. All right, title and interest of the Issuer in and to any and all funds, moneys and securities from time to time held under this Indenture by the Trustee in the Bond Fund, the Project Fund and the Reserve Fund, including, without limitation, the proceeds of any Bonds deposited in such funds, any investments of said funds, moneys or proceeds and any interest, profits and other income derived from any investment thereof; and

C. All right, title and interest of the Issuer in and to the Financing Agreement, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Borrower or receivable by the Issuer under the Financing Agreement, whether payable pursuant to the Financing Agreement, to bring actions and proceedings under the Financing Agreement or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Financing Agreement, and all payments with respect to the Financing Agreement and any interest, profits, and other income derived from the investment thereof, but excluding and reserving, however, the rights of the Issuer, (a) to receive or inspect documentation, to make such other inspections as described in Section 4.2 of the Financing Agreement, and to give and receive notices under the Financing Agreement and this Indenture, (b) to execute and deliver (subject to the provisions of the Financing Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Financing Agreement or this Indenture and (c) to be held harmless, to be paid and reimbursed for its expenses and to be indemnified under Section 4.6 of the Financing Agreement, and to enforce such rights in its own name and for its own account and in its sole discretion to waive the same (collectively, the *"Reserved Rights"*);

PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED IN THE REBATE FUND;

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

PROVIDED, HOWEVER, that if the Issuer or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner provided in Article IX hereof and if the Issuer shall keep, perform and observe, or cause to be kept, performed and observed, all its covenants, warranties and agreements contained herein, this Indenture and the estate and rights hereby granted shall, at the option of the Issuer, cease and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such

instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Issuer any property at the time subject to the lien of this Indenture which may then be in its possession, except funds held by the Trustee for the payment of interest on, premium, if any, and principal of the Bonds; otherwise this Indenture shall be and remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy, insolvency or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

"Affiliated Party" means a limited or general partner of the Borrower, a Person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, or a Person who, together with the Borrower, is a member of the same controlled group of corporations (as defined in Section 1563 (a) of the Code, except that more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

"Authorized Denomination" means $5,000 or any integral multiple thereof.

"Authorized Issuer Representative" means any person or persons specifically authorized by ordinance to take the action intended, and, if there is no such specific authorization, shall mean the Mayor, the Chief Financial Officer or the City Comptroller of the Issuer.

"Authorized Borrower Representative" means the General Partner and any other authorized representative of the Borrower.

"Bond Counsel" means Perkins Coie LLP or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the Bond Fund created in Section 4.01 hereof.

"Bond Register" has the meaning as set forth in Section 2.09 hereof.

"Bonds" means the Issuer's Multi-Family Housing Revenue Bonds (_____ Project), Series 2006A (FHA Insured/GNMA) in the aggregate principal amount of $_____,000 issued under and secured by this Indenture.

"Borrower" means _____, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

"Building Loan Agreement" means the Building Loan Agreement between the Borrower and the GNMA Issuer.

"Business Day" means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

"Certificate of the Issuer," "Statement of the Issuer," "Request of the Issuer" and *"Requisition of the Issuer"* mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

"CLC" means a construction loan certificate maturing on the CLC Maturity Date that is a GNMA Security which represents an amount advanced by the GNMA Issuer to the Borrower and which bears interest at the Pass-Through Rate.

"CLC Maturity Date" means _____, 20__

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations thereunder applicable to the Bonds.

"Commencement of Amortization" means _____, 200_, the date on which the Borrower is obligated to begin to repay principal of the Mortgage Loan, except as such date may be extended with the approval of HUD.

"Commitment" means that certain Section 221(d)(4) Commitment for Insurance of Advances and any amendments thereto, dated _____, 2006, from HUD and which has been assigned to the GNMA Issuer.

"Completion Date" means the date of the completion of the acquisition, construction, rehabilitation and equipping of the Project, as that date shall be certified as provided in Section 4.8 of the Financing Agreement.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Trustee, as dissemination agent, as the same may be amended, restated or supplemented from time to time.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the Borrower and related to the authorization, sale and issuance of the Bonds, including but not limited to expenses of printing, reproducing documents, filing and recording,

costs incurred in arranging for the acquisition of the GNMA Securities, initial fees and charges of the Trustee, legal and other professional services and consultation, credit ratings, execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with any of the foregoing.

"Event of Default" means any of those events specified in and defined by the applicable provisions of Article VI hereof to constitute an event of default.

"FHA" means the Federal Housing Administration, an organizational unit within HUD, and may refer to the Commissioner thereof, any authorized representative thereof or the successor thereof.

"FHA Insurance" means the mortgage insurance for the Mortgage Loan by FHA under the provisions of Section 221(d)(4) of the National Housing Act and the regulations promulgated thereunder.

"Final Advance" means the final advance of the Mortgage Loan proceeds to the Borrower made in connection with the delivery of the final CLC.

"Final Endorsement" means the date on which the Mortgage Note is finally endorsed for mortgage insurance by FHA, following completion of the Project and compliance with the terms and conditions of the Commitment.

"Financing Agreement" means the Financing Agreement dated as of the date hereof among the Issuer, the Borrower and the Trustee, as the same may be amended, restated or supplemented from time to time.

"General Partner" means _____, an Illinois limited liability company.

"GNMA" means the Government National Mortgage Association, and its successors and assigns.

"GNMA Guaranty Agreement" means the GNMA Guaranty Agreement (relating to the GNMA Securities) between GNMA and the GNMA Issuer, together with all supplements thereto.

"GNMA Issuer" means Collateral Real Estate Capital, LLC, a Delaware limited liability company, and its successors and assigns.

"GNMA Security" or *"GNMA Securities"* means a fully modified pass-through security in the form of a CLC or a PLC issued by the GNMA Issuer, registered in the name of the Trustee or its designee and guaranteed by GNMA as to timely payment of principal of and interest on a PLC and as to the timely payment of interest only until maturity and the timely payment of principal and interest at maturity on a CLC, pursuant to the GNMA I Mortgage Backed Securities Program under Section 306(g) of the National Housing Act of 1934, as

amended, and the regulations promulgated thereunder, backed by the Mortgage Loan made by the GNMA Issuer to finance the Project in accordance with the Mortgage Loan Documents, which Mortgage Loan is insured by the Secretary of HUD by and through the FHA.

"Government Obligations" means bonds, notes and other evidences of indebtedness of the United States of America or any agency or instrumentality thereof backed by the full faith and credit of the United States of America.

"Holder" or *"Bondholder"* when used with respect to any Bond, means the Person in whose name such Bond is registered.

"HUD" means the United States Department of Housing and Urban Development, and its successors.

"HUD Regulatory Agreement" means the Regulatory Agreement for Multifamily Housing Projects (HUD-92466) with respect to the Project between the Borrower and HUD, as the same may be amended, restated or supplemented from time to time.

"Indenture" means this Indenture and all indentures supplemental hereto.

"Initial Advance" means the first advance under the Mortgage Loan from Mortgage Loan proceeds by the GNMA Issuer to the Borrower.

"Initial CLC" means the CLC delivered by the GNMA Issuer to the Trustee with respect to the Initial Advance.

"Initial CLC Delivery Date" means the earlier of (a) the date on which the Initial CLC is delivered to the Trustee and (b) _____, 200_, or such later date as may be permitted by the provisions of Section 4.03(c) hereof.

"Interest Payment Date" means each _____ and _____, commencing _____, 200_.

"Interest Rate" means, with respect to a Bond, the rate per annum as set forth in Section 2.01 hereof.

[*"Investment Agreement"* means the investment agreement for the Project Fund and the Reserve Fund, between the Trustee and _____ providing for investment of moneys in the Project Fund and the Reserve Fund at the rate of ____% per annum, or any substitute investment agreement. The Trustee shall promptly notify the Rating Agency of any substitute investment agreement.

"Land Use Agreement" means the Land Use Restriction Agreement dated as of _____, 2006, by and among the Borrower, the Trustee and the Issuer.

"Mortgage" means the mortgage from the Borrower to the GNMA Issuer securing the Mortgage Note, as may be amended.

"Mortgage Loan" means the mortgage loan made to the Borrower by the GNMA Issuer concurrently with the delivery of the Bonds and insured by FHA under the provisions of Section 221(d)(4) of the National Housing Act.

"Mortgage Loan Documents" means the Mortgage Note, the Mortgage, the HUD Regulatory Agreement, the Security Agreement, the Building Loan Agreement and other documents required by FHA in connection with the closing of the Mortgage Loan, as the same may be amended, restated or supplemented from time to time.

"Mortgage Note" means the mortgage note, in the form endorsed for mortgage insurance by FHA, made by the Borrower to the GNMA Issuer, evidencing the Borrower's obligation to the GNMA Issuer to repay the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Notice Address" means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street
Suite 1100
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone:(Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

City of Chicago
Department of Finance - Financial Policy
33 North LaSalle Street

Chicago, Illinois 60602
Attention: _____
Phone:
Fax:

If to the Borrower:

Phone:
Fax:

with copies to:

Phone:
Fax:

and to:

Phone:
Fax:

If to the Trustee:

If to the GNMA Issuer:

Phone:
Fax:

If to the Rating Agency:

Phone:
Fax:

"Notice by Mail" or *"notice"* of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

"Ordinance" means the ordinance adopted by the City Council of the Issuer on _____, 200_, authorizing the issuance, sale and delivery of the Bonds.

"Outstanding," when used with respect to the Bonds, means all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

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

"Pass-Through Rate" means the rate of interest on the GNMA Security which shall be ____%.

"Paying Agent" or *"paying agent"* means the Trustee and its successors designated pursuant to this Indenture.

"Person" or *"Persons"* means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

"PLC" means the permanent loan certificate that is the GNMA Security issued after Final Endorsement which shall bear interest at the Pass-Through Rate and which shall be in a principal amount equal to the full principal amount of the Mortgage Loan upon Final Endorsement, minus any principal reduction payments or scheduled principal payments made to the GNMA Issuer prior to the dated date of the PLC and after giving effect to the principal payment due on the dated date of the PLC.

"PLC Delivery Date" means the earlier of (a) the date on which the PLC is delivered to the Trustee and (b) _____, 200_, or such later date as may be permitted by the provisions of Section 4.03(d) of this Indenture.

"Project" means the acquisition, rehabilitation, construction and equipping of a low-income multi-family residential facility project consisting of _____.

"Project Costs" means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition, rehabilitation, construction and equipping of the Project, including, without limitation, costs for site preparation, the planning of

housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the construction of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during construction and prior to the Completion Date.

"Project Fund" means the Project Fund created in Section 4.01 hereof.

"Purchase and Sale Agreement" means that certain GNMA Securities Purchase and Sale Agreement dated as of _____, 200_, by and between the Trustee and the GNMA Issuer, as the same may be amended, restated or supplemented from time to time.

"Qualified Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the investment of the Issuer's funds:

(a) Government Obligations;

(b) Obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Bank for Cooperatives;

(c) Bonds or other obligations issued by any public housing agency or municipality in the United States of America, which bonds or obligations are assigned a rating of "Aaa" or better by the Rating Agency and are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America government, or project notes issued by any public housing agency, urban renewal agency or municipality in the United States assigned a rating of "Aaa" or better by the Rating Agency and fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(d) The Investment Agreement;

(e) Interest-bearing time deposits, repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956

and whose unsecured or uncollateralized long-term debt obligations are assigned a rating by the Rating Agency of "Aaa" or better for agreements of more than three years, and "Aa3/P-1" or better for agreements of more than one year but less than three years or whose unsecured and uncollateralized short-term debt obligations are assigned a rating by the Rating Agency of "P-1" or better for agreements of one year or less, provided that each such interest-bearing deposit, repurchase agreement, guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(f) No-load, open-end money market mutual funds (including those of the Trustee and its affiliates) registered under the Investment Company Act of 1940, provided the portfolio of such fund is limited to Government Obligations and such fund has been assigned a rating by the Rating Agency of "Aaa"

Qualified Investments shall not include the following: (i) any investments with a final maturity or any agreements with a term greater than 365 days from the date of the investment (except (A) obligations that provide for the optional or mandatory tender, at par, by the holder thereof at least once within 365 days of the date of purchase, (B) any investments listed in subparagraphs (a) or (b) above that are irrevocably deposited with the Trustee for payment of Bonds pursuant to Section 9.01, and (C) agreements listed in subparagraph (d) or (e) above), (ii) any obligation with a purchase price greater than the par value of such obligation (except for obligations described in subparagraph (A) or (B) above which are noncallable by the issuer thereof), (iii) mortgage-backed securities, real estate mortgage investment conduits or collateralized mortgage obligations, (iv) interest-only or principal-only stripped securities, (v) obligations bearing interest at inverse floating rates, (vi) investments which may be prepaid or called at a price less than its purchase price prior to stated maturity or (vii) 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, and provided further that if any such investment described in subparagraphs (a) through (f) above is required to be rated, such rating requirements will not be satisfied if such rating is evidenced by the designation of an "r" or "t" highlighter affixed to its rating.

"Qualified Project Costs" means Project Costs (excluding Costs of Issuance) paid after the date which is 60 days prior to the adoption of the Ordinance, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during construction of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided, further, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and provided still further that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), "Qualified Project Costs" shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in

constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party 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 construction of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

"Rating Agency" means _____, or its successor, if such rating agency is then maintaining a rating on the Bonds, and any other nationally recognized securities rating agency to which the Issuer has applied for a rating on any Outstanding Bonds and which rating is currently in effect.

"Rebate Fund" means the Rebate Fund created in Section 4.01 hereof.

"Redemption Date" means any date fixed by the Trustee on which Bonds are redeemed in accordance with this Indenture.

"Registrar" means the Trustee, or any successor Registrar, appointed in accordance with Section 2.09 of this Indenture. "Principal Office" of the Registrar shall mean the principal corporate trust office of the Trustee if the Trustee is serving as Registrar, and with respect to any other Registrar shall mean the office thereof designated in writing to the Trustee.

"Regular Record Date" means, with respect to an Interest Payment Date, the close of business on the fifteenth day [of the calendar month] next preceding such Interest Payment Date whether or not a Business Day.

"Reserve Fund" means the Reserve Fund created in Section 4.01 hereof.

"Securities Depository" means any 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 a securities depository for the Bonds.

"Security Agreement" means _____.

"Sinking Fund Installments" means the amounts required to be paid in connection with the mandatory redemption of Bonds pursuant to Section 3.01(b) hereof.

"Special Record Date" means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest on the Bonds pursuant to Section 2.02 hereof.

"State" means the State of Illinois.

"Supplemental Indenture" means a supplement to this Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement dated _____, 2006, among the Borrower, the Issuer and the Trustee.

"Trust Estate" means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Indenture.

"Underwriter" means _____.

Section 1.02 Interpretation. Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof. 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.

ARTICLE II
THE BONDS

Section 2.01 Issuance of Bonds. The Bonds shall be issued in the aggregate principal amount of $_____,000; shall be designated "Multi-Family Housing Revenue Bonds (_____ Project), Series 2006A (FHA Insured/GNMA)"; shall be issued only as fully registered bonds, without coupons; and shall be in the Authorized Denominations requested by the Holder (provided, however, that each Bond shall have only one principal maturity date). Unless the Issuer shall otherwise direct, the Bonds shall be numbered from R-1 upward.

Each Bond shall be in the form attached as *Exhibit A* to this Indenture, shall be dated _____, 2006, and shall bear interest until paid from the most recent date to which interest has been duly paid or provided for or, if no interest has been paid or duly provided for, from _____, 2006 and shall bear interest, until paid, at the rate per annum of ____%.

Interest on the Bonds is payable on each Interest Payment Date, calculated on the basis of a 360-day year of twelve 30-day months.

The Bonds shall mature on _____, 20__.

Section 2.02 Payment of Bonds. Payment of principal, premium, if any, and interest shall be made in lawful money of the United States of America. Principal of and premium, if any, on the Bonds due upon maturity or earlier redemption shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of the Trustee or at the principal office of any additional paying agent appointed pursuant to Section 7.13 hereof to the Person appearing on the registration books as the registered Holder thereof. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the registered Holder thereof as of the close of business on the Regular Record Date applicable to such Interest Payment Date, such interest to be paid by check or draft mailed to such registered Holder at his or her address as it appears on such Bond Register,

notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States of America by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), and further provided that such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment Date.

If the funds available under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such day so established shall be given by first-class mail by the Trustee to each Holder at least 10 days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Person whose name appears on the Bond Register as the Registered Holder thereof as of the close of business on the Special Record Date. Prior Holders of Bonds who transfer or exchange Bonds prior to such Special Record Date shall have no rights with respect to the payment of overdue interest on the Bonds so transferred or exchanged.

Section 2.03 Restriction on Issuance of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Sections 2.08 and 2.10 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

Section 2.04 Limited Obligations. The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, 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. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

Section 2.05 Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

Section 2.06 Execution. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 2.07 Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form on the attached *Exhibit A* set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

Section 2.08 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with indemnity reasonably satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the Trustee may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.09 Transfer and Exchange of Bonds; Persons Treated as Holders. The Trustee as Registrar shall cause a bond register (herein sometimes referred to as the *"Bond Register"*) to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Authorized Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. 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 to be paid.

Section 2.10 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, temporary printed, typewritten, engraved or lithographed Bonds, in such Authorized Denomination as shall be determined by the Issuer, in fully registered form, in substantially the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal corporate trust office of any temporary Bonds, shall cancel the same and authenticate and deliver in exchange therefor, without charge to the holder or owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount in Authorized Denominations, of the same series and maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder. Interest on temporary Bonds, when due and payable, if the definitive Bonds shall not be ready for exchange, shall be paid in the manner provided in Section 2.02 hereof.

Section 2.11 Safekeeping and Cancellation of Bonds. Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.08, shall be cancelled upon surrender thereof to the Trustee. Certification of such surrender and cancellation shall be made to the Issuer by the Trustee. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be destroyed by shredding or cremation by the Trustee, and certificates of such destruction (describing the manner thereof) shall be provided by the Trustee to the Issuer.

Section 2.12 Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this 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, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer 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 Issuer nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* The Issuer may, and in the case of subparagraph (ii) below shall, discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer 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 Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor 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 or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, 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 Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar 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 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 the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and 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 Issuer 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 Issuer 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.

Section 2.13 Delivery of the Bonds. Upon execution and delivery of this Indenture, the Trustee shall authenticate and deliver the Bonds as provided in this Indenture, but only upon the receipt of the following:

(a) an order of the Issuer directing the Trustee to authenticate and deliver the Bonds against receipt of the purchase price therefor;

(b) a certified copy of the Ordinance;

(c) an approving opinion of Bond Counsel regarding the validity of the Bonds and the exclusion of interest on the Bonds from federal income taxation;

(d) an executed copy of the Purchase and Sale Agreement;

(e) evidence that the Mortgage Loan has been initially endorsed for FHA Insurance by FHA under the applicable provisions of the National Housing Act;

(f) an executed copy of the Financing Agreement;

(g) an executed counterpart of the Continuing Disclosure Agreement;

(h) certification of the GNMA Issuer (substantially in the form of *Exhibit C* hereto) that it has sufficient commitment authority to issue the GNMA Securities;

(i) an opinion of counsel to the GNMA Issuer to the effect that the GNMA Issuer is authorized under the GNMA Commitment to Guaranty Mortgage-Backed Securities to issue the GNMA Securities in an aggregate principal amount equal to at least $_____,000;

(j) copies of the executed FHA-insured Mortgage Note and Mortgage;

[(k) executed copies of the Investment Agreement(s); and]

(l) evidence of recordation of the Land Use Restriction Agreement (which may be in the form of a title company certified copy).

(m) evidence that the Bonds are rated "[AAA/Aaa]" by _____.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds.

(a) *Extraordinary Mandatory Redemption.* The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof (provided that in no event shall such redemption occur later than [37] days after the date on which all or a portion of the Bonds become subject to redemption pursuant to the respective provisions of subsections (i) through (v) hereof), unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date without premium (i) as a whole on _____, 200_ (or such later date as shall be permitted under Section 4.03(c) of this Indenture),

if the Initial CLC in the amount of at least $___,000 is not delivered to the Trustee and purchased by the Trustee by the Initial CLC Delivery Date (or such later date as shall be permitted under Section 4.03(c) of this Indenture) from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund, (ii) as a whole if the PLC is not delivered to the Trustee by the PLC Delivery Date (or such later date as shall be permitted under Section 4.03(d) of this Indenture) in the amounts and on the dates determined as follows: on (x) _____, 200_ (or such later date as shall be permitted under Section 4.03(d) of this Indenture), from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund (excluding the principal of the CLCs) and (y) on _____, 200_, from the principal of the CLCs, (iii) in part after acquisition of the PLC by the Trustee from amounts remaining on deposit in the Project Fund; (iv) as a whole or in part, if the Trustee receives payments on the GNMA Security exceeding regularly scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required or permitted by applicable rules, regulations, policies and procedures of FHA or GNMA (including the possible exercise by HUD of its right to override the prepayment and premium provisions of the Mortgage Note following an event of default thereunder if HUD determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government), or (D) prepayments on the GNMA Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy; or (v) in part on any date on or after the PLC Delivery Date, in the event and to the extent funds on deposit in the Bond Fund on any Interest Payment Date exceed [$__,000]. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in Section 3.02 hereof.

(b) *Mandatory Sinking Fund Redemption of Bonds.* The Bonds are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ and _____ of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

Date	Principal Amount	Date	Principal Amount

Date	Principal Amount	Date	Principal Amount

(c) *Optional Redemption of Bonds.* The Bonds are also subject to redemption at the option of the Issuer at the direction of the Borrower in whole or in part at any time, on or after _____, 20__ (and then at the earliest practical date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof), from (i) payments on the GNMA Security representing optional prepayments on the Mortgage Loan, or (ii) any other source provided that the Trustee shall have received an opinion of Bond Counsel or bankruptcy counsel to the effect that moneys derived from such other source are not subject to the provisions of Sections 362(a), 547 and 550 of the United States Bankruptcy Code at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the Redemption Date:

Redemption Dates	Redemption Prices

Section 3.02 Selection of Bonds for Redemption.

(a) If less than all the Bonds shall be called for extraordinary mandatory or optional redemption, the Trustee shall redeem (and adjust the mandatory sinking fund schedules set forth in Section 3.01(b) above accordingly), an amount of Bonds of each maturity so that the resulting decrease in debt service on the Bonds during each six-month period ending on each Interest Payment Date, is proportional, as nearly as practicable, to the decrease in the payments on the GNMA Security in each six-month period.

(b) If less than all the Bonds of any maturity then Outstanding shall be called for redemption, the Bonds (or portions of Bonds in the Authorized Denominations) of such maturity to be redeemed shall be selected by the Trustee by lot.

(c) The portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination, and, 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 $5,000.

In case part but not all of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond

to the Trustee for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order to such Holder or his legal representative, without charge therefor, for the unredeemed portion of the Bond so surrendered a Bond of the same maturity and bearing interest at the same rate.

Section 3.03 Notice of Redemption. Subject to the provisions of Section 3.01(a) hereof, unless waived by any Holder of Bonds to be redeemed, official notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Bond Register, not less than 30 days nor more than 60 days prior to the date fixed for redemption. Except in the case of mandatory sinking fund redemptions pursuant to Section 3.01(b) hereof, the Trustee shall not mail a notice of redemption until it has received funds to affect such redemption. As provided in Section 3.01(a) hereof, the Trustee shall redeem any Bonds to be redeemed under said Section 3.01(a) on the earliest practicable date for which notice can be given by the Trustee under this Section 3.03 and shall provide the shortest practicable notice period permitted hereunder.

All official notices of redemption shall be dated and shall state:

(a) the Redemption Date,

(b) the redemption price,

(c) if less than all Outstanding Bonds are to be redeemed, the identification and the respective principal amounts of the Bonds to be redeemed,

(d) that on the Redemption Date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee.

Failure to duly give official notice of redemption by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered Holder receives notice.

In addition to the foregoing official notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any delay in giving such notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if the official notice thereof is given as above prescribed.

1. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 30 days before the Redemption Date by registered or certified mail or overnight delivery service to all registered security depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

3. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Additionally, in the event of an optional redemption of Bonds on a date on which the redemption price includes a redemption premium, the Trustee shall not give notice of such redemption unless the Trustee shall have received: (a) written notice from the GNMA Issuer or the Borrower not less than 45 days prior to the applicable scheduled GNMA prepayment date; (b) at least 15 days prior to the applicable scheduled GNMA prepayment date, written notice from the GNMA Issuer of its receipt of the amount of the prepayment, which amount shall include the principal to be prepaid under the GNMA Security plus accrued interest through the last day of the preceding month; (c) the prepayment premium from the Borrower; and (d) a written certificate of the Borrower, upon which the Trustee may conclusively rely, that no Act of Bankruptcy has occurred during the 366-day period prior to the deposit by the Borrower of the prepayment premium with the Trustee, provided that if the Trustee shall receive a written commitment by the GNMA Issuer (with the written consent of GNMA) to make or pass through payment of the required prepayment premium, then the requirements of (c) and (d) shall no longer apply. The Borrower is required under the Financing Agreement to cause additional amounts, if any, necessary to effect the redemption of the Bonds to be paid to the Trustee, if any, to assure payment of all interest due on the Bonds to the Redemption Date, taking into account the anticipated earnings on the reinvestment of funds held under the Indenture, or to deposit such amounts with the Trustee, provided that the payment of such amounts meets the requirements of (c) and (d) above.

Section 3.04 Effect of Notice of Redemption. Notice of Redemption having been given in the manner provided in this Article III, and money sufficient for the redemption being held by the Trustee for that purpose, the Bonds so called for redemption shall become due and payable on the Redemption Date, and interest thereon shall cease to accrue on such date; and the Holders of the Bonds so called for redemption shall thereafter no longer have any security or

benefit under this Indenture except to receive payment of the redemption price for such Bonds and, to the extent provided in Section 3.02 hereof, to receive Bonds for any unredeemed portions of such Bonds.

Section 3.05 Cancellation. All Bonds which shall have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

ARTICLE IV
FUNDS; INVESTMENTS

Section 4.01 Establishment of Funds. The following funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

(a) Project Fund;

(b) Bond Fund;

(c) Reserve Fund;

(d) Costs of Issuance Fund;

(e) Expense Fund; and

(f) Rebate Fund.

Section 4.02 Application of Bond Proceeds and Other Moneys. Upon delivery of the Bonds, the proceeds thereof shall be deposited with the Trustee, together with $_____ of other moneys received from the Underwriter, and shall be applied as follows:

(a) $_____ of accrued interest on the Bonds shall be deposited in the General Account of the Bond Fund;

(b) $_____ shall be deposited in the Reserve Fund; and

(c) $_____ shall be deposited in the Project Fund.

Section 4.03 Project Fund.

(a) The Trustee shall deposit into the Project Fund the amounts required by Section 4.02(c) and any amounts paid to the Trustee for deposit into the Project Fund in accordance with Section 4.03(c) or Section 4.03(d) and shall invest such proceeds under the Investment Agreement. The Trustee shall request funds invested under the Investment Agreement in accordance with the terms thereof such that funds will be timely available in advance of the date such funds are needed to fund advances hereunder. No funds shall be advanced from the Project Fund prior to recordation of the Land Use Restriction Agreement.

(b) Moneys in the Project Fund shall be disbursed by the Trustee as follows:

(i) On each date upon which the Trustee acquires from the GNMA Issuer a CLC, the Trustee shall transfer from the Project Fund to the GNMA Issuer an amount equal to 100% of the principal amount of such CLC, plus accrued and unpaid interest on such CLC at the Pass-Through Rate; provided, however, the portion of the purchase price of the CLC representing accrued and unpaid interest on such CLC at the Pass-Through Rate shall be paid to the GNMA Issuer from the Bond Fund on the date of acquisition of the CLC.

(ii) Without limiting the provisions of subsection (b)(i) above, with respect to the acquisition of the Initial CLC, the Trustee must receive, in addition to a requisition signed by the Borrower in the form required by the Financing Agreement, the items specified in Section 3.2(a) of the Financing Agreement to be delivered in connection with the Initial Advance.

(iii) Following the delivery to the Trustee of the Initial CLC, the Trustee shall disburse from the Project Fund, the Bond Fund, if applicable, and the Reserve Fund to the GNMA Issuer, on behalf of the Owner, the amount necessary to purchase each CLC issued for a subsequent advance of the Mortgage Loan, determined in accordance with the Purchase and Sale Agreement, but only if the Trustee has (A) received a copy of the Application for Insurance of Advance of Mortgage Proceeds with respect to such advance executed by the GNMA Issuer, [(B) received confirmation that all CLCs representing prior advances have been registered in the name of the Trustee or its designees,] (C) received the CLC representing the current advance (the CLC shall be delivered to the Trustee simultaneously with payment by the Trustee of the purchase price therefor), [(D) received a certificate of the GNMA Issuer to the effect that neither the GNMA Issuer nor, to its actual knowledge, the Owner is in default under any of the Mortgage Loan Documents and a certificate of the Owner to the effect that it is not in default under any of the Mortgage Loan Documents or the Financing Agreement, (E) received a certificate of the GNMA Issuer that (1) the unpaid principal amount balance of the Mortgage Loan, after such advance, will be equal to the aggregate principal amount of all CLCs, (2) the CLCs previously issued are valid and binding obligations of the GNMA Issuer, (3) the CLCs are validly issued and subject to the guaranty of GNMA as to the payments of the principal and interest thereon] and (4) if the disbursement by the Trustee is to purchase the final CLC and the aggregate principal amount of the final CLC then being issued and all previously issued CLCs is less than $_____,000, notification of (x) the amount, if any, of FHA-required reduction of the Mortgage Loan at Final Endorsement and (y) the amount, if any, of scheduled principal amortization payments for the Mortgage Loan prior to the acquisition of the final CLC by the Trustee, [(F) received a statement of the Owner that such disbursement will not violate the provisions of the Finanoing Agreement], (G) confirmed that the requirements of Section 4.03(c) and 4.04(g) will be satisfied, and (H) received

notice of the amount of such disbursement no later than two Business Days prior to such disbursement; provided; however, that the Trustee shall not purchase CLCs in an aggregate principal amount in excess of $_____,000 and shall not purchase the PLC if its principal amount exceeds $_____,000; [and provided further, however, that the Trustee shall not purchase any CLC unless, immediately after such purchase, the principal amount of Bonds authorized to be issued hereunder and not yet issued is equal to the amount of $_____000 minus the sum of (i) the principal amount of the CLC being purchased and (ii) the aggregate principal amount of all CLCs previously delivered to the Trustee or requested from GNMA].

(iv) The Trustee shall acquire the PLC by surrendering to the GNMA Issuer for cancellation concurrently with such payment all CLCs owned by the Trustee, provided that the PLC shall have a principal amount equal to the aggregate principal amount of all outstanding CLCs and shall be dated the first day of the month in which the final CLC is acquired.

(c) If the Initial CLC having a principal amount of at least $_____ is not delivered on or by the Initial CLC Delivery Date, the Trustee shall, on the Business Day immediately prior to _____, 200_ (or such later date as may be established in this paragraph (c)), transfer to the Bond Fund all amounts on deposit in the Project Fund and the Reserve Fund for application to the mandatory redemption of Bonds in accordance with Section 3.01(a)(i) hereof; provided, however, that such transfer and such redemption shall be delayed for no more than 24 successive 30-day periods [if an Event of Default has not occurred and is not then continuing and] the Trustee shall have received no later than the Business Day next preceding _____ (or any date to which such date is extended pursuant to the provisions hereof) a written request from either the GNMA Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection prepared by financial consultants acceptable to the Issuer or the Underwriter demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending 30 days after the end of any period of delay requested and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the GNMA Issuer for deposit into the Project Fund, the Reserve Fund or the Bond Fund (accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and 547 of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower) will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is 30 days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; (ii) [an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds

from gross income for federal income tax purposes]; (iii) arrangements satisfactory to the Trustee for the making of the investments contemplated by the cash flow projection; and (iv) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the Initial CLC Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s); provided, however, that if such documents have not been received and such arrangements have not been made by the Business Day next preceding the Initial CLC Delivery Date, then the amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund on such date shall be transferred to the Bond Fund on the Business Day next preceding _____, 200_ (or such later date as previously established under this paragraph (c)), and applied to the redemption of the Bonds pursuant to Section 3.01(a).

(d) If the PLC is not delivered on or by the Business Day next preceding _____, 20__ (or such later date as may be established in this paragraph (d)), the Trustee shall, on the Business Day next preceding _____ (or such later date as may be established in this paragraph (d), transfer to the Bond Fund all amounts on deposit in the Project Fund for application to the mandatory redemption of Bonds in accordance with Section 3.01(a)(ii) hereof; provided, however, that such transfer and such redemption shall be delayed for no more than ____ successive 30-day periods if [an Event of Default has not occurred and is not then continuing and] the Trustee shall have received no later than the Business Day next preceding _____, 200_ (or any date to which such date is extended pursuant to the provisions hereof) a request from either the GNMA Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection accompanied by a verification report prepared by financial consultants acceptable to the Issuer or the Underwriter demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending 30 days after the end of any period of delay requested and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the GNMA Issuer (including payments on the CLCs) for deposit into the Project Fund or Bond Fund [(accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and 547 of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower)] will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is 30 days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees and rebate calculation fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; [(ii) an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes;] (iii) arrangements satisfactory to the Trustee for the making of the investments contemplated by the cash flow projection; and (iv) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the PLC Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s)[; provided, however, that if such documents have not been received and such arrangements have not been made by the Business Day next preceding the PLC Delivery Date, then the moneys remaining on

deposit in the Project Fund on such date shall be transferred to the Bond Fund on the Business Day next preceding _____, 200_ (or such later date as previously established under this paragraph (d)), and applied, together with amounts on deposit in the Reserve Fund and the Bond Fund, to the redemption of Bonds pursuant to Section 3.01(a)(ii) [and further provided, however, that the Trustee shall not consent to any such extension if such extension would in the opinion of the Trustee adversely impact the Bondholders].

[The payments of any amounts necessary to effect in extension of the CLC Delivery Date or the CLC Delivery Date set forth in Subsections (c) and (d) above shall be the obligation of Borrower, and if made by the GNMA Issuer, the GNMA Issuer shall be entitled to reimbursement from the Borrower for such sums. Any collateral posted with the Trustee hereunder by the Borrower, if not necessary for payments on the Bonds, may be released to the GNMA Issuer to the extent that sums paid by the GNMA Issuer hereunder remain unreimbursed.]

(e) In the event Commencement of Amortization occurs prior to the PLC Delivery Date, under no circumstances shall the GNMA Issuer pass through to the Trustee principal payments on the Mortgage Note prior to the PLC Delivery Date (except to the extent provided in the CLCs); such principal payments shall be paid only pursuant to the terms of the Mortgage Note.

[Upon delivery of the final CLC, any amounts remaining in the Project Fund shall be transferred to the Bond Fund to be applied to pay debt service on the next Interest Payment Date (other than Bonds issued in accordance with Section 2.08 of this Indenture). The Trustee shall transfer for cancellation pursuant to the book-entry system all CLCs held by it in exchange for the PLC. Notwithstanding such transfer by the Trustee of the CLCs, all such CLCs shall remain registered in the name of the Trustee and continue to be enforceable by the Trustee until such time as the Trustee has received delivery of the PLC.]

(f) Notwithstanding anything herein to the contrary, the Trustee shall not be required to acquire a GNMA Security unless the Trustee has on deposit in the Project Fund and the Reserve Fund sufficient funds to do so and unless the GNMA Security pays interest at the Pass-Through Rate and, in the case of the PLC, matures no later than _____, 20__. The GNMA Security shall be registered in accordance with the provisions of Section 4.04(e).

[(g) If the PLC is not delivered by the PLC Delivery Date, as such date may be extended pursuant to Section 4.03(d), the Trustee shall redeem all CLCs held by it upon their maturity and use the funds derived therefrom, together with the proceeds remaining in the Project Fund and transferred to the Bond Fund pursuant to Section 4.03(d), to redeem Bonds as provided in Section 3.01(a)(ii) in part on _____, 200_ with the balance to be redeemed on _____, 200__.]

(h) The Trustee shall compare the GNMA Security or its book-entry form with the GNMA prospectus relating to the GNMA Security and GNMA Guaranty Agreement provided by the GNMA Issuer to assure delivery of the correct GNMA Security.

Section 4.04 Bond Fund.

(a) There shall be established and maintained by the Trustee in the Bond Fund two Accounts: the General Account and the Optional Redemption Account. The Trustee shall deposit into the General Account of the Bond Fund (i) the amounts required by Section 4.02 hereof, (ii) all amounts received by the Trustee from or with respect to the GNMA Security (other than payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan), (iii) all amounts required by Section 6.06(a) hereof and (iv) investment earnings on amounts held by the Trustee hereunder. The Trustee shall deposit into the Optional Redemption Account of the Bond Fund all payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan.

(b) The Trustee shall apply amounts on deposit in the General Account (i) first, to pay the portion of the purchase price of each CLC and the PLC representing accrued and unpaid interest, (ii) second, to pay the principal of and interest on the Bonds as the same becomes due; and (iii) third, to transfer on each Interest Payment Date to the Expense Fund an amount sufficient to pay the fees and expenses of the Trustee and a rebate analyst then due and owing as provided in Section 4.08 hereof. If and to the extent the amount on deposit in the General Account exceeds the amount required under clauses (ii) and (iii) above as of any Interest Payment Date after the PLC Delivery Date, such excess to the extent it exceeds [$25,000] shall be applied to the redemption of Bonds in accordance with Section 3.01 (a)(v) hereof.

(c) The Trustee shall apply amounts on deposit in the Optional Redemption Account to the optional redemption of Bonds pursuant to Section 3.01(c) hereof, provided that the Trustee shall not send any notice of redemption or apply such amounts for such purpose unless and until the Trustee is in receipt of an opinion of bankruptcy counsel to the effect that the amounts to be applied to the optional redemption of the Bonds will not be subject to an automatic stay or avoidance as a preferential transfer in the event of an Act of Bankruptcy.

(d) The GNMA Security shall be held at all times for the benefit of the Bond Fund. If the Trustee does not receive a payment on the GNMA Security when due by the close of business on the sixteenth day of any month, the Trustee shall notify and demand payment from GNMA by the close of business on the next succeeding Business Day. The Trustee shall demand payment from GNMA for all CLCs held by it upon their maturity in return for payment of their principal amount or shall exchange the CLCs for the PLC as provided in Section 4.03(b)(iv).

(e) The Trustee shall transfer to the Rebate Fund from the Bond Fund the amounts, if any, required pursuant to the Tax Regulatory Agreement.

(f) All GNMA Securities shall be in book-entry only form and shall be registered in the name of the Trustee or the participant acting on behalf of the Trustee at the depository for such book-entry designation at the time of purchase of the GNMA Securities by the Trustee and the Trustee shall have a first-lien position perfected security interest in the GNMA Securities.

(g) The Trustee shall be or shall become a member of the Federal Reserve System, and the GNMA Securities shall be held under the Federal Reserve System.

(h) The GNMA Issuer shall deliver to the Trustee a certificate setting forth the revised regularly scheduled future principal and interest payments on the GNMA Securities on (x) the delivery of the final CLC if the aggregate principal amount of such final CLC together with all previously delivered CLCs is less than $_____ due to mortgage reduction at Final Endorsement and (y) each instance that the Trustee receives payment on the GNMA Securities exceeding regularly scheduled payments of principal and interest thereon. Such certificate of the GNMA Issuer will include all regularly scheduled future principal and interest payments on the GNMA Securities until scheduled maturity.

Section 4.05 Reserve Fund. The Trustee shall deposit into the Reserve Fund (i) the amounts required by Section 4.02(b) hereof, and (ii) any additional amounts required by the provisions of the Indenture to be deposited therein.

The Trustee shall apply amounts on deposit in the Reserve Fund on each Interest Payment Date or any Redemption Date to pay or provide for the payment of the principal of, premium, if any, or interest on the Bonds becoming due and payable, whether at maturity or by prior redemption, on such date, and for which sufficient moneys are not yet available for such purpose in the Bond Fund.

On the Business Day after the first Interest Payment Date occurring after the PLC Delivery Date, all amounts on deposit in the Reserve Fund shall be paid to the Borrower (or the Issuer, if any amounts (including, but not limited to, amounts due under loans from the Issuer to the Borrower) are then due from the Borrower); provided, however, that if the PLC is not delivered to the Trustee by the PLC Delivery Date, no amounts remaining in the Reserve Fund shall be paid to the Borrower until such time as no Bonds remain Outstanding.

Section 4.06 Costs of Issuance Fund. The Trustee shall deposit into the Costs of Issuance Fund any amounts deposited with the Trustee by the Borrower for deposit into the Costs of Issuance Fund.

The Trustee shall apply amounts on deposit in the Costs of Issuance Fund to pay costs of issuance of the Bonds pursuant to the written direction of the Borrower filed with the Trustee. Any amounts remaining in the Costs of Issuance Fund on _____, 200_, shall be transferred to the Project Fund, except that, with respect to such amounts remaining in the Cost of Issuance Fund that do not constitute Bond proceeds (within the meaning of the Code), such amounts shall be applied toward any amounts due to the Issuer by the Borrower.

Section 4.07 Rebate Fund. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Tax Regulatory Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section 4.07 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "Regulations") and shall apply except

to the extent the Trustee is furnished with an opinion of Bond Counsel or other satisfactory evidence that the Regulations contain an applicable exception. The Trustee shall make all payments, and file all forms, under the direction of the Borrower and pursuant to the Tax Regulatory Agreement.

Promptly at the end of each five year period after the issue date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably require. If so requested by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower or the rebate analyst pursuant to the Tax Regulatory Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 4.07 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent furnished to it, will retain records of all calculations performed by the rebate analyst until six years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Financing Agreement to the extent amounts provided hereunder are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Tax Regulatory Agreement, the Trustee shall make available to the Borrower and the Issuer during normal business hours all information in the Trustee's control which is necessary to such computations.

Section 4.08 [Expense Fund. Amounts on deposit in the Expense Fund shall be applied to pay (i) the fees and expenses of the Trustee (not in excess of the amount set forth in Section 7.07 hereof) and (ii) the cost (in an amount not to exceed $_____ for each five year period, commencing upon the date of issuance of the Bonds (reduced pro rata to the extent of the extraordinary redemption prior to maturity of Outstanding Bonds)) of a rebate analyst to calculate rebate as required under the Code and as described in the Tax Regulatory Agreement.]

Section 4.09 Investment of Funds. The Trustee is hereby directed to enter into the Investment Agreement. Any moneys held as part of any fund created in this Article and not able to be invested pursuant to the Investment Agreement shall be invested or reinvested by the

Trustee in Qualified Investments at the written or telephonic direction of the Authorized Borrower Representative, such telephonic direction to be promptly confirmed in writing. Such moneys may only be invested in Qualified Investments which mature or are subject to redemption or repurchase at par plus accrued interest at the option of the Trustee (i) on or prior to the date or dates on which the Trustee anticipates that cash funds will be required, or (ii) within six months of the date of investment. The investments so made and earnings thereon shall be held by the Trustee and shall be deemed at all times to be a part of the fund in which such moneys were held until transferred in accordance with Section 4.04(d); provided that for purposes of investment moneys held in any of the funds established hereunder may be commingled. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund shall be insufficient to cover a proper disbursement from any fund. The Trustee shall incur no liability resulting from any investments made pursuant to this Section.

The Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

Section 4.10 Custody of Funds; Moneys to Be Held in Trust. The funds created under this Indenture shall be in the custody of the Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

Section 4.11 Final Balances. Except as otherwise provided herein, upon final payment of all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Issuer hereunder, including the payment of all fees, charges and expenses of the Trustee which are due and payable hereunder, or upon the making of adequate provision for the payment of such amounts, as permitted hereby, and after satisfaction of all of the Borrower's obligations under the Financing Agreement, all money and securities remaining hereunder shall be remitted to the Borrower.

Section 4.12 Nonpresentment of Bonds. *In the event any Bond shall not be* presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check or draft for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds for a period of six years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. After the expiration of such six-year period, the Trustee shall return said funds to the

Issuer upon its written request and the Holder or Holders of any such unpresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Trustee under this Section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE V
GENERAL COVENANTS AND REPRESENTATIONS

Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds. The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

Section 5.02 Instruments of Further Assurance. The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

Section 5.03 Recordation and Filing. Pursuant to the Financing Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section 5.04 No Modification of Security. The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Trustee shall not consent to any change in the maturity of the GNMA Security or the Mortgage Note, except as provided in Sections 4.03(c), 4.03(d), 5.07 and Article VIII hereof.

Section 5.05 Reports. The Trustee shall furnish annually, to the Borrower (which shall furnish copies thereof to HUD), the GNMA Issuer and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent, copies of (a) any reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs in preparing any such statements.

Section 5.06 Tax Covenants.

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security pledged hereunder or from the Financing Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Tax Regulatory Agreement. The Trustee shall cause to be prepared all rebate calculations required to be performed pursuant to the Tax Regulatory Agreement.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.07 Concerning the GNMA Security.

(a) The Trustee shall defend its rights in and to the GNMA Security for the benefit of the Bonds against the claims and demands of all Persons whomsoever.

(b) The Trustee shall not sell or otherwise dispose of the GNMA Security for an amount less than the amount sufficient, together with other amounts held under this Indenture, to provide for the payment of the Bonds in accordance with Article IX hereof.

(c) Except as otherwise specifically permitted by this Indenture, the Trustee shall not consent to any sale, modification or amendment of the GNMA Security without (i) notifying the Rating Agency of any proposed sale, modification or amendment, and (ii) obtaining the express written consent of 100% of the Holders of the Bonds.

ARTICLE VI
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

Section 6.01 Events of Default. Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds; or

(d) the occurrence and continuation of an event of default under the Financing Agreement of which the Trustee has actual notice or of which the Trustee is deemed to have notice pursuant to Section 7.04(i) hereof.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder. [Furthermore, notwithstanding the occurrence of any Event of Default or acceleration of the principal and interest due on the Bonds under this Indenture, the Trustee shall continue to acquire GNMA Securities and fund advances in accordance with this Indenture, and funds in the Project Fund and the Bond Fund shall remain available for that purpose.]

Section 6.02 Acceleration. Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, and provided that the Mortgage Loan shall have been paid in full as certified by the GNMA Issuer to the Trustee, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of all Bonds then Outstanding shall, by notice in writing delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 6.03 Rights of Holders. If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than 25% in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the holders of the Bonds;

(e) take any action to enforce its remedies under the Financing Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

Section 6.04 Rights of Holders to Direct Proceedings. Subject to the provisions of Section 6.08 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

Section 6.05 Waiver by Issuer. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 6.06 Application of Moneys. All moneys received by the Trustee or a receiver pursuant to any right given or action taken pursuant to a default under Section 6.01(a) or (b) hereof and all moneys in the possession of the Trustee shall, after payment of the cost and expenses of any proceedings resulting in the collection of such moneys and after payment of the fees and expenses of the Trustee, its agents and attorneys, be deposited in the Bond Fund; and all moneys in the Bond Fund shall be applied, together with the other moneys held by the Trustee hereunder, except the Rebate Fund, as follows:

(a) Unless the principal of all the Bonds shall have become due and payable or have been declared due and payable, all such moneys shall be applied:

FIRST — to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds;

SECOND — to the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which money shall be held pursuant to Section 4.12 of this Indenture) whether at maturity or by call for redemption, in the order of their due dates and beginning with the earliest such due date, with interest on such Bonds from the date upon which they become due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Bonds due on any particular date, together with such interest, then to the payment thereof ratably,

according to the amount of the principal, interest, and premium, if any, due on such date, to the Persons entitled thereto without any discrimination or privilege; and

THIRD — to the payment of any unpaid fees and expenses of the Issuer and the GNMA Issuer.

Any moneys remaining after application as described above shall be deposited in the General Account of the Bond Fund.

(b) If the principal of all the Bonds shall have become due and payable or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of premium over principal or interest or of principal or interest over premium or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective Interest Rates specified in the Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 6.07 Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

Section 6.08 Remedies of Holders. No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee

indemnity as provided herein; and (e) the Trustee shall within 60 days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed in said Bonds.

Section 6.09 [Obligation to Purchase. Notwithstanding the occurrence of any event of default under this Agreement or under the other documents relating to the issuance of the Bonds and the exercise of any available rights or remedies thereunder, the Trustee shall continue to purchase the GNMA Securities from the GNMA Issuer and to make disbursements pursuant to Section ___ or Section __, and the funds on deposit in the Project Fund and the Bond Fund shall remain available for such purpose.]

Section 6.10 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.11 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no

such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section 6.12 Notice of Defaults; Opportunity of the Issuer, the Borrower and the GNMA Issuer to Cure Defaults. Anything herein to the contrary notwithstanding no default under subsection (c) of Section 6.01 hereof (other than a default occasioned by the nonpayment of money) shall constitute an Event of Default until (i) actual notice of such default by registered or certified mail shall have been received by the Trustee, and a notice of default shall have been given by the Trustee or by the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds to the Borrower, the GNMA Issuer and the Issuer, and (ii) the Borrower and the Issuer shall have had with respect to a default under such subsection (c), 30 days after receipt of such notice, to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period, and thereafter, with respect to a default described in such subsection (c), the GNMA Issuer shall have had 30 days to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if a default under such subsection (c) be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Borrower, the Issuer or the GNMA Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice has been given to the Borrower under the provisions of this Section, the Issuer hereby grants the Borrower full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In the event the Issuer fails to perform any of its covenants or obligations under this Indenture, the Borrower shall have the right to perform such covenants or obligations and the Issuer hereby consents to such fulfillment and waives any right it may have to interfere therewith.

ARTICLE VII
THE TRUSTEE

Section 7.01 Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such

certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 7.02 Notice of Default. Within 30 days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 7.03 Required Reporting. The Trustee shall provide to the Rating Agency (with copies to the Issuer and the Borrower):

(a) notice of any of the following events: (i) any GNMA Security is sold (except for the exchange of the CLCs for the PLC), (ii) a partial prepayment is made on any GNMA Security, (iii) the Investment Agreement is amended or replaced by a new Investment Agreement, (iv) the Bonds are no longer Outstanding in accordance with Article IX hereof, (v) this Indenture or any Mortgage Loan Document is amended in accordance with Article VIII hereof, and (vi) the appointment of any successor Trustee or co-trustee.

(b) notice of the initial acquisition by the Trustee of (i) the Initial CLC, and (ii) the PLC (within 30 days of such acquisition);

(c) a copy of any notices sent to the GNMA Issuer, HUD or GNMA after the Trustee has become entitled to claim any benefits under the GNMA Security; and

(d) such other information as the Rating Agency may reasonably request from time to time (i) in connection with its ongoing surveillance of the rating on the Bonds and (ii) in order to maintain the rating on the Bonds.

Section 7.04 Certain Rights of Trustee. Except as otherwise provided in Section 10.01 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the

Bonds pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, the GNMA Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby; and

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee at the Notice Address referred to in Section 1.01 hereof.

Section 7.05 Not Responsible for Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

Section 7.06 Trustee May Hold Bonds. The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

Section 7.07 Compensation. The Trustee may on each Interest Payment Date reimburse itself as provided in Section 4.08 hereof for all reasonable expenses, disbursements and advances incurred or made by the Trustee in performing its obligations in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of any Paying Agent, separate Trustee or co-trustee, its agents and counsel) provided, however, that the Trustee's monthly compensation under this Section 7.07 shall be limited to ___% of the outstanding aggregate principal amount of the Bonds for the preceding calendar month (payable monthly as provided in Section 4.04 hereof), including its services as dissemination agent under the Continuing Disclosure Agreement, which amount shall reduce ratably if and to the extent of the aggregate principal amount of Outstanding Bonds is reduced. [*Consider compensation*]

Any amounts payable to the Trustee in excess of the amounts specified in the preceding paragraph shall be paid by the Borrower in accordance with Section 4.7 of the Financing Agreement.

Section 7.08 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, *ipso facto*, be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.09 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section 7.11. If no successor Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.10 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer, and signed (a) by the Holders of a majority of the Bonds Outstanding at the time, or (b) with the concurrence of the Issuer, by the GNMA Issuer, provided, that such removal shall not be effective until all reasonable fees and expenses of the Trustee have been paid in full, and provided, further, that the Trustee shall continue to serve as Trustee hereunder until a new Trustee has been appointed.

Section 7.11 Appointment of Successor Trustee by the Holders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority of the principal amount of the Outstanding Bonds, with the consent of the Borrower and notice to the GNMA Issuer, which consent shall not be unreasonably withheld, by an instrument or concurrent instruments in writing signed by such Holders, or by their duly authorized attorneys; provided, nevertheless, that in case of vacancy the Issuer, with the consent of the Borrower, which consent shall not be unreasonably withheld, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Holders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the trustee so appointed by such Bondholders.

Section 7.12 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the

Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in any recording office where the Indenture shall have been filed and/or recorded. Any such successor Trustee shall be bound by all of the provisions hereof, including but not limited to Section 7.07 hereof. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a reported capital and surplus of not less than $10,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 7.13 Trustee as Paying Agent and Bond Registrar; Additional Paying Agents. The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.15 Co-Trustee or Separate Trustee. At any time, but subject to compliance with all applicable regulations, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located or for the purpose of enforcing any provisions of this Indenture or the Financing Agreement, the Issuer and the Trustee shall have power to appoint an additional Person as a co-trustee or separate trustee (provided, however, that the total fee payable to the Trustee and the co-trustee or the Trustee and the separate trustee, may not exceed the fee payable to the Trustee prior to that appointment), and upon the request of the Trustee or of the Holders of at least 25% in aggregate principal amount of Outstanding Bonds the Issuer shall for such purpose join with the Trustee in the execution,

delivery and performance of all instruments and agreements necessary or proper to appoint such Person to act as co-trustee of all or any part of the Trust Estate, and to vest in such Person or institution, in such capacity, such title to the Trust Estate, or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

If the Issuer shall not have made such appointment within 30 days after the receipt by it of a request to do so, or in case an event of default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Trustee, the Issuer and the Borrower shall execute, acknowledge and deliver all such instruments as may be reasonably required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) the Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or separate trustee;

(c) any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co-trustee or separate trustee;

(d) any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the Issuer may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the Issuer, and, upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery, and performance of all instruments and agreement necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Holders and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee; and

(h) any money, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment, any such co-trustee or separate trustee shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties, trusts or obligations as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee and the Issuer.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 7.16 Representation by Trustee. The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

(a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;

(b) this Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

Section 7.17 Interpretation of Intent. The Trustee, in exercising its authority under this Indenture, may interpret the intent of the parties hereunder. In exercising such authority, the Trustee shall be held to a reasonable fiduciary standard subject to Section 7.01 hereof.

ARTICLE VIII
SUPPLEMENTAL INDENTURE

Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into an indenture or indentures supplemental to this Indenture as shall

not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one or more of the following reasons:

(a) to cure any ambiguity or formal defect or omission in this Indenture:

(b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statue hereafter in effect or under any state securities laws;

(e) to permit the Trustee to comply with any obligations imposed upon it by law;

(f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article. [Notwithstanding the foregoing, no amendments may be enacted under this Section which will effect the rights of the GNMA Issuer under the Purchase and Sale Agreement, hereunder or in the Financing Agreement without the prior written consent of the GNMA Issuer.]

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds, the Trustee, from time to time, may enter into supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Article contained shall permit, or be construed as permitting without the consent

of the Holders of 100% of the Bonds outstanding: (a) an extension of the stated maturity or a reduction in the principal amount or reduction in the rate, or extension of time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds; (b) the creation of any lien on the Trust Estate prior to or on a parity with the lien of this Indenture; (c) a reduction in the amount of the Bonds, the Holders of which are required to approve any such supplemental indenture, without the consent of the Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; (d) the modification of the rights, duties or immunities of the Trustee without the consent of the Trustee; (e) a privilege or priority of any Bond over any other Bonds; (f) any reduction in the Borrower's obligations under the Mortgage Note, or change in the GNMA Issuer's obligations under (or GNMA's guaranty of) the GNMA Securities; (g) any amendment to Section 5.07 or Article VIII hereof, or (h) any action which may result in the denial of the exclusion of interest on the Bonds from gross income for federal income taxation.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all Bondholders. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Holders of not less than two-thirds or 100%, as applicable under the first paragraph of this Section 8.02, in aggregate principal amount of Outstanding Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower at least 15 days prior to the proposed date of execution and delivery of any supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower on or before the close of business of the Trustee on the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

Section 8.03 Amendments to Financing Agreement Not Requiring Consent of the Bondholders. The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Financing Agreement as shall not be

inconsistent with the terms of the Financing Agreement or materially adverse to the interests of the Holder of the Bonds for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Financing Agreement;

(b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or any of them;

(c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;

(d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.04 Amendments to Financing Agreement Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Financing Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes. [Notwithstanding the foregoing, no amendments may be enacted under this Section which will effect the rights of the GNMA Issuer under the Purchase and Sale Agreement, hereunder or in the Financing Agreementwithout the prior written consent of the GNMA Issuer.]

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Financing Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all

Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.05 Modification of Mortgage Loan Documents. Nothing contained herein or in the Financing Agreement shall limit or impair the right of the GNMA Issuer to require or agree to any amendment, change or modification of the Mortgage Loan Documents for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising under said Mortgage Loan Documents so long as any such amendment, change or modification shall not adversely affect the payment terms of, the security for, or the tax-exempt status of the Bonds.

ARTICLE IX
SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Discharge of Lien. If the Issuer shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein (including without limitation, as provided in Section 3.01(d) hereof), and shall have paid all fees and expenses of the Trustee, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, shall reconvey to the Issuer the estate hereby conveyed, and shall assign and deliver to the Issuer (to the extent that the Issuer certifies to the Trustee that the Issuer is owed money by the Borrower) or to the Borrower (if no such certification of the Issuer is delivered to the Trustee) any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of and interest and premium, if any, on the Bonds.

All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if, under circumstances which, in the opinion of Bond Counsel, do not cause interest on the Bonds to be includable in gross income for federal income purposes, the following conditions shall have been fulfilled: (a) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail, as provided in Article III hereof, notice of redemption of such bonds on said date; and (b) there shall be on deposit with the Trustee either money or direct non-callable obligations of, or non-callable obligations guaranteed by, the United States of America in an amount sufficient, as certified to the Trustee by independent public accountants of national

standing, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be. Upon satisfaction and discharge of this Indenture as aforesaid, the Trustee shall provide notice of such discharge by first class mail to Holders of all Bonds Outstanding, provided that for any Bonds subject to optional redemption within 90 days of the discharge of this Indenture no such notice need be given.

Section 9.02 Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and the duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture.

Section 9.03 Return of GNMA Securities. Upon the defeasance and discharge of the Bonds as set forth above, the Trustee shall deliver and return the GNMA Securities to the Lender for cancellation; provided that upon the written request and direction of the [Owner], in lieu thereof, the Trustee shall deliver and assign such GNMA Securities to such person as the [Owner] shall direct.

ARTICLE X
MISCELLANEOUS

Section 10.01 Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 10.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or implied in this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

Section 10.03 Severability. If any provision of this Indenture 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 jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, 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 in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 10.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

Section 10.05 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the GNMA Securities, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a

day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.06 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.07 Situs of Contract. The State shall be deemed to be the situs of contract for all purposes of this Indenture.

Section 10.08 No Recourse. No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Financing Agreement against any past, present or future official, officer or employee of the Issuer, as such, either directly or through the Issuer or any successor, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Financing Agreement and the issuance of the Bonds.

Section 10.09 Successors and Assigns. All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether or expressed or not.

Section 10.10 Books, Records and Accounts. The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received in connection with the GNMA Security, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer or the Holder of any Bond during reasonable hours and under reasonable conditions.

Section 10.11 HUD and GNMA Requirements to Control. Notwithstanding anything in this Indenture to the contrary, the provisions of this Indenture and the Financing Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable GNMA regulations and related administrative requirements; and in the event of any conflict between the provisions of this Indenture or the Financing Agreement and the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, any applicable GNMA regulations and related administrative requirements, the said National Housing Act, HUD regulations, related administrative requirements and Mortgage Loan Documents, and the said GNMA regulations and related administrative requirements shall be controlling in all respects.

Section 10.12 [Enforcement Not to Affect Mortgage Loan or GNMA Security. Notwithstanding any provision in this Agreement to the contrary, enforcement of this Agreement will not result in any claim under the Mortgage Loan, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the Mortgagee or another Person required by HUD in connection with the Mortgage Loan, or against the rents or other income from the Project (other than available "Surplus Cash," as defined in the HUD Regulatory Agreement) for payment hereunder.]

Section 10.13 HUD Regulations. Notwithstanding anything in this Indenture to the contrary, the Issuer, its designee or any person shall not and cannot acquire or succeed to the General Partner's interest or exercise the General Partner's rights or powers as such general partner unless and until the Issuer, its designee or any person first complies with all HUD requirements pertaining to transfers of physical assets and received HUD's written preliminary approval. Prior to satisfying the requirements pertaining to transfers of physical assets neither the Issuer, its designee nor any person will assert any claim or interest in the HUD Project (HUD Project No. _____) by reasons of the provisions of this Indenture.

Section 10.14 [Third Party Beneficiary. To the extent that the Financing Agreement or this Indenture confers upon or gives or grants to the GNMA Issuer any right, remedy or claim under or by reason of the Financing Agreement or this Indenture, the GNMA Issuer is hereby explicitly recognized as being a third-party beneficiary under this Indenture and may enforce any such right or remedy or claim conferred, given or granted under this Indenture.]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

(SEAL)

Attest:

_____
City Clerk

Attest:

_____
Authorized Signatory

CITY OF CHICAGO

By:_____
Chief Financial Officer

_____,
as Trustee

By:_____
Authorized Signatory

[(Sub)Exhibit "B" not referenced in this Trust Indenture.]

(Sub)Exhibits "A" and "C" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)
[To Be Conformed]

Form Of Bond.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO

Multi-Family Housing Revenue Bond
(_____ Project),
Series 200_A (FHA Insured/GNMA)

No. RA-1

Principal Amount:
$_____,000

Maturity Date	Dated Date	Interest Rate from _____, 200__ to _____, 200	Interest Rate Thereafter	CUSIP No.

Registered Owner: CEDE & CO.

Principal Amount:

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Borrower specified above or registered assigns (the "Holder") (subject to any right of prior redemption provided for in the Indenture referred to below), on the Maturity Date set forth above, the principal amount set forth above and to pay interest on said principal amount until said principal amount shall have been fully paid, at the rate per annum specified above, payable on each _____ and _____, commencing _____, 200_(the "Interest Payment Dates"). This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from _____, 200_ Principal of, premium, if any, and interest on this Bond are payable, without deduction for exchange, collection or service charges, in lawful money of the United States of America. Principal is payable at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successors in

trust (the "Trustee") upon presentation and surrender of this Bond. The interest so payable on any Interest Payment Date shall be calculated on a 30-day month, 360-day year basis, and shall, subject to certain exceptions provided in the Indenture referred to below, be paid to the Holder in whose name this Bond is registered at the close of business on the fifteenth day [of the calendar month] next preceding such Interest Payment Date (the "Regular Record Date"). Payment of interest shall be made by check or draft mailed on that Interest Payment Date to the Holder hereof at the close of business on the Regular Record Date at the address shown on the registration records for the Bonds kept by the Trustee; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), provided that such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment Date. If any interest is not timely paid or duly provided for, the Trustee is required to establish a Special Record Date for the payment of that overdue interest to the Holders as of that Special Record Date. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. So long as this Bond is restricted to being registered in the registration books of the Issuer in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of principal of, premium, if any, and interest on this Bond.

This Bond is one of a duly authorized series of bonds of the Issuer designated as its Multi-Family Housing Revenue Bonds (_____ Project), Series 200_A (FHA Insured/GNMA), in the aggregate principal amount of $_____,000 (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on _____, 2006. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by a Trust Indenture dated as of _____, 2006, between the Issuer and the Trustee (the "Indenture"), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds are limited obligations of the Issuer payable solely from funds, moneys and securities held by the Trustee under the Indenture and amounts derived under the Financing Agreement (as defined in the Indenture), including amounts derived from the GNMA Security described herein.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State of Illinois nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets

pledged with respect thereto. Neither the full faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois 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. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a FHA-insured mortgage loan (the "Mortgage Loan") to be made to _____, an Illinois limited partnership (the "Borrower"), for the purpose of financing a portion of the cost of acquiring, rehabilitating, constructing and equipping a low-income multi-family residential project facility situated in the City of Chicago and known as "_____."

To secure payment of principal of and interest on the Bonds, the Borrower has arranged for the acquisition by the Trustee of fully modified mortgage-backed securities (the "GNMA Security") to be issued by _____ (the "GNMA Issuer"), which will be guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("GNMA").

The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture, unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date without premium (i) as a whole on _____, 200_ (or such later date as shall be permitted under the Indenture), if the Initial CLC in the amount of at least $_____ is not delivered to the Trustee and purchased by the Trustee by the Initial CLC Delivery Date (or such later date as shall be permitted under Section 4.03(c) of the Indenture) from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund, (ii) as a whole if the PLC is not delivered to the Trustee by the PLC Delivery Date (or such later date as shall be permitted under Section 4.03(d) of the Indenture) on (x) _____, 200_ (or such later date as shall be permitted under Section 4.03 of the Indenture), from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund (excluding the principal of the CLCs) and (y) _____, 200_, from the principal of the CLCs, (iii) in part after delivery of the PLC to the Trustee from amounts on deposit in the Project Fund created pursuant to the Indenture; (iv) as a whole or in part, if the Trustee receives payments on the GNMA Security exceeding regularly scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable rules, regulations,

policies and procedures of FHA or GNMA (including the possible exercise by HUD of its right to override the prepayment and premium provisions of the Mortgage Note following an event of default thereunder if HUD determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government), or (D) prepayments on the GNMA Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy; or (v) on any date on or after the PLC Delivery Date, in the event and to the extent funds on deposit in the Bond Fund on any Interest Payment Date exceed $25,000. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in the Indenture and within any maturity by lot in multiples of $5,000.

Bonds are also subject to redemption in whole or in part on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture at the option of the Issuer at the direction of the Borrower, at any time on or after _____, 20__, from payments on the GNMA Security representing optional prepayments on the Mortgage Loan or any other source, at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the redemption date:

Redemption Dates	Redemption Prices

The Bonds will be subject to redemption in whole at any time on and after _____, 2008 at the written direction of a single Holder of 100% of the Bonds outstanding delivered to the Trustee, the Issuer and the Borrower, which direction shall specify a redemption date to occur not less than 30 days after receipt of such direction, provided that no such redemption shall occur on any date on which the Bonds are held in book-entry form with a Securities Depository. The redemption price for the Bonds shall consist of the transfer of ownership of the PLC to such Holder, together with any amounts in the General Account or Optional Redemption Account of the Bond Fund representing payments received by the Trustee with respect to the PLC since the last Interest Payment Date, less any unpaid fees and expenses of the Trustee or the rebate analyst due and owing and payable from the Expense Fund. Upon delivery of the PLC and other amounts described in the preceding sentence, the Bonds shall become due and payable on the redemption date, and interest thereon shall cease to accrue on such date; and the Holder of the Bonds shall thereafter no longer have any security or benefit under this Indenture except to receive payment of the redemption price.

The Bonds are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ and _____ of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

Date	Principal Amount	Date	Principal Amount

Date	Principal Amount	Date	Principal Amount

Bonds subject to scheduled mandatory redemption as set forth above shall be subject to pro rata reduction of such scheduled mandatory redemption payments to the extent that such Bonds are redeemed prior to maturity otherwise than pursuant to such scheduled mandatory redemption.

Except as otherwise provided in the Indenture, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail not less than 30 nor more than 60 days prior to the redemption date to the Holder of each Bond to be redeemed at the address of such Holder as shown on the Trustee's registration records. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Failure to duly give such notice by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Holder receives notice.

The Holder 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 thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

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

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee 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 interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable only as registered Bonds without coupons in denominations of $5,000 principal amount, and any integral multiple thereof. Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT -- _____Custodian_____
(Cust) (Minor)
under Uniform Gifts to Minors
Act_____
(State)

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

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

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed in its name by the manual or facsimile signature of its Mayor under its official seal, or a facsimile thereof, and attested by the manual or facsimile signature of its City Clerk, all as of _____, 200_.

(SEAL) CITY OF CHICAGO

Attest: By:_____

_____ Mayor

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of and described in the within-mentioned Indenture.

_____

as Trustee

By: _____

Dated: Authorized Signatory

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 if 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.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

[Name and Address of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature Guarantee:

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: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

(Sub)Exhibit "C".
(To Trust Indenture)

Form Of Section 2.13 Certificate.

[Letterhead of GNMA Issuer]

[Date]

_____,
as Trustee under that certain
Trust Indenture, dated as of
_____, 200_ from the
City of Chicago to the Trustee

Re: Multi-Family Housing Revenue Bonds
(_____ Project)
Series 200_A (FHA Insured/GNMA)

Ladies and Gentlemen:

Reference is made to that certain Trust Indenture, dated as of _____, 200_ (the "Indenture"), between the City of Chicago and _____, as Trustee. The undersigned, _____, an Illinois _____, is the GNMA Issuer (as defined in the Indenture). Pursuant to Section 2.13 of the Indenture, the undersigned hereby certifies that it has sufficient commitment authority to issue the GNMA Securities (as defined in the Indenture).

_____

By:_____
_____

Exhibit "C-2".
(To Ordinance)

City Of Chicago

To

_____

As Trustee

Trust Indenture

Dated As Of _____, 2006.

Securing City Of Chicago
Variable Rate Demand Multi-Family Housing Revenue Bonds
(_____ Project) Series 2006B.

THIS TRUST INDENTURE, dated as of _____, 2006, is from the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the *"City"*), to _____, a national banking association having its principal corporate trust office in Chicago, Illinois, as trustee (the *"Trustee"*).

RECITALS:

WHEREAS, _____, an Illinois _____ (the *"Borrower"*), has requested financial assistance from the City to finance a project (the *"Project"*) that consists of, among other things, the acquisition, rehabilitation, construction and equipping of a multi-family residential facility project consisting of _____ and located at _____, Chicago, Illinois (the *"Project Facilities"*); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its multi-family

housing revenue bonds, to be known generally as City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project) Series 2006B (the *"Bonds"*), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

WHEREAS, upon the issuance of the Bonds, the City also will issue its $_____,000 aggregate principal amount of Multi-Family Housing Revenue Bonds (_____ Project) Series 2006A (FHA Insured/GNMA) to finance a portion of the cost of the Project; and

WHEREAS, the City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____, 2006 (the *"Agreement"*), between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the *"Note"*) in the amount of $_____; and

WHEREAS, pursuant to the Agreement, the Borrower has agreed, among other things, to pay to or for the account of the Trustee an amount equal to the principal of, redemption premium and interest on the Bonds, as the same become due, all as set forth in the Agreement and the Note; and

WHEREAS, the City has determined to assign, transfer and pledge unto the Trustee as Trustee under this Indenture, for the benefit of the owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except as otherwise provided herein and therein); and

WHEREAS, _____, Chicago, Illinois (together with any other issuer of a Letter of Credit, as hereinafter defined, the *"Bank"*), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of the aggregate principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds for ___ days at a rate per annum equal to the Cap Rate, as defined herein, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the *"Letter of Credit"*; and

WHEREAS, the Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[FORM OF BONDS]

No. R- ____ $_____

STATE OF ILLINOIS
UNITED STATES OF AMERICA
CITY OF CHICAGO
VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BOND
(_____ PROJECT) SERIES 2006B

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
Variable Rate	_____	_____, 20__	

Registered Owner:

Principal Amount:

The City of Chicago (the *"City"*), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the *"State"*) for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed, payable on _____, 200_ and on the first Business Day (as hereinafter defined) of each calendar month thereafter and on the Conversion Date, as hereinafter defined (each a *"Variable Rate Interest Payment Date"*), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of 12 30-day months, payable on the [January] 1 or [July] 1 immediately following the announcement of the Fixed Rate Period and on the first day of each [January] and [July] thereafter (each a *"Fixed Rate Interest Payment Date"* and, together with a Variable Rate Interest Payment Date, an *"Interest Payment Date"*), until the principal sum hereof becomes due and payable. Interest

shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the principal corporate trust office of _____, as Paying Agent, or its successors under trust (the *"Paying Agent"*).

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the *"Bond Registrar"*), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least $1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term *"Record Date"* shall mean, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of $_____ (the *"Bonds"*) issued for the purpose of loaning the proceeds thereof to _____, an Illinois limited partnership (the *"Borrower"*), for the purpose of providing funds to pay a portion of the cost of acquiring, constructing and equipping a certain multi-family housing project to be located at _____, Chicago, Illinois (the *"Project"*) owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of _____, 2006 (which indenture, as from time to time amended and supplemented, is herein referred to as the *"Indenture"*), duly executed and delivered by the City to _____, Chicago, Illinois, as trustee (the *"Trustee"*). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of _____, 2006, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the *"Agreement"*).

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof during the Variable Rate Period, and in denominations of $5,000 and any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and _____, as tender agent, or its successors under trust (the *"Tender Agent"*) 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 premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of 10 days next preceding the giving of such notice of redemption.

_____ has issued an irrevocable, transferable letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to 35 days of interest at the Cap Rate (as hereinafter defined) accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the *"Letter of Credit,"* and _____, together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the *"Bank."*

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first day of the April or October to which interest on this Bond

has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of April or October immediately following the date of commencement of the Fixed Rate Period (the *"Conversion Date"*), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the *"Variable Rate Period"*), this Bond shall bear interest from such initial delivery date or the Thursday of a week, as the case may be, to and including the Wednesday of the immediately following week, at the Variable Rate (described below) for such interest rate period (an *"Interest Rate Period"*). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the *"Variable Rate"*) equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone, facsimile or electronic transmission, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; provided that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such Interest Rate Period shall be equal to the BMA Index. As used herein, *"BMA Index"* means, as of any date, the seven day high grade market index of tax exempt variable rate demand obligations, as produced by Municipal Market Data or any successor thereto and published or made available by the Bond Market Association, or any person acting in cooperation with or under the sponsorship of the Bond Market Association, or, if such index is unavailable, then such other publicly available index or measurement of seven day yields on high grade tax exempt variable rate demand obligations selected by _____ and agreed to by the Remarketing Agent.

"Cap Rate" means the rate per annum equal to the least of (a) 18 percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, 10 percent per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State.

Notwithstanding the above, this Bond shall bear interest at a fixed rate (the *"Fixed Rate"*) from the Conversion Date to the maturity date of this Bond (the *"Fixed Rate Period"*) equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing

Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Tender Agent shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate, at least 45 days prior to the date specified by the Borrower as the Conversion Date (the *"Proposed Conversion Date"*), together with the written consent of the Bank to such conversion. On or before the Business Day immediately preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the registered owners thereof for federal income tax purposes. If all conditions to the establishment of the Fixed Rate are not met, this Bond shall bear interest at the Variable Rate determined as set forth in the Indenture and will continue to remain outstanding as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate.

The City, at the direction of the Borrower, has appointed _____ as Remarketing Agent under the Indenture, which appointment has been approved by the Borrower. The City, at the direction of the Borrower, may, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Borrower, the Trustee, the Bank, the Tender Agent and the owners from time to time of all of the Bonds.

The Registered Owner hereof has the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven days immediately preceding the purchase date, notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such notice, or written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such

purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an *"Unsurrendered Bond"*), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture Available Moneys (as defined in the Indenture) sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal the purchase price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond is required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a *"Mandatory Tender Date"*), all as more fully provided below. Notice of a mandatory tender shall be given by the Bond Registrar by first class mail, postage prepaid, to the owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

This Bond shall be tendered by the owner hereof to the Tender Agent for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the

immediately following Business Day), the Tender Agent shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof, and the owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the time as aforesaid.

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is closed, or (iv) a day on which the New York Stock Exchange is closed.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit to the Trustee pursuant to the terms of the Agreement

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least 35 days prior to such Letter of Credit Termination Date.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including moneys derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on the behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including funds derived from a prepayment of the Note (or a

portion thereof) at the option of the Borrower, as a whole on any date, subject to the terms of the Indenture, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), subject to the terms of the Indenture, at a redemption price of 100 percent of the principal amount thereof to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

After the Conversion Date, the Bonds are also subject to redemption at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided the Bonds held by the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first subject to such redemption prior to any other Bonds which may be selected for redemption) on any date at the redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of certain events described in the Indenture relating to damage, destruction or condemnation of the Project.

The Bonds are also subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

If any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, the Trustee shall give notice, at the direction of the Borrower (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond has no right to enforce the provisions of the Indenture or the Agreement 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 the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest

and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances 100 percent, in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank.

THIS BOND AND ALL OTHER BONDS ISSUED UNDER AND SECURED BY THE INDENTURE, AS HEREINAFTER DEFINED, ARE, AND ARE TO BE, EQUALLY AND RATABLY SECURED, TO THE EXTENT PROVIDED IN THE INDENTURE, SOLELY BY A PLEDGE OF THE REVENUES AND OTHER FUNDS PLEDGED UNDER THE INDENTURE. THE BONDS, TOGETHER WITH PREMIUM, IF ANY, AND INTEREST THEREON, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE REVENUES AND ARE A VALID CLAIM OF THE OWNERS FROM TIME TO TIME THEREOF ONLY AGAINST THE MONEYS HELD BY THE TRUSTEE AND THE TENDER AGENT AND PLEDGED TO THE PAYMENT OF THE BONDS, AND THE REVENUES, WHICH REVENUES SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAY BE OTHERWISE EXPRESSLY AUTHORIZED IN THE INDENTURE OR THE AGREEMENT. THE BONDS ARE NOT AN INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR THE GENERAL CREDIT TAXING POWERS OF THE STATE, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, AND SHALL NEVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, AND NEITHER THE CITY, 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 BONDS, AND THE BONDS ARE PAYABLE FROM NO OTHER SOURCE, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS OF THE CITY DERIVED PURSUANT TO THE AGREEMENT. NO OWNER OF THE BONDS HAS THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, THE CITY OR ANY OTHER POLITICAL SUBDIVISION THEREOF TO PAY THE BONDS OR THE INTEREST OR PREMIUM, IF ANY, THEREON.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or electronic transmission signature of its Mayor and its corporate seal or a electronic transmission thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk.

CITY OF CHICAGO

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

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

Date of Authentication:

_____,
as Authenticating Agent

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

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

Unif Gift Min Act	-- Uniform Gifts to Minor Act
Cust	-- Custodian
Ten Com	-- as tenants in common
Ten Ent	-- as tenants by the entireties
Jt Ten	-- as joint tenants with right of survivorship and not as tenants in common

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

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfer unto _____

_____

(Name, Address and Taxpayer Identification Number of Assignee)

the Variable Rate Demand Multi-Family Housing Revenue Bond (_____

Project) Series 2006B (the *"Bond"*) of the City of Chicago, numbered _____

and does hereby irrevocably constitute and appoint _____ to transfer the

Bond 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 as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form of Bondholder Tender Notice]

BONDHOLDER TENDER NOTICE

The undersigned hereby elects to have the Variable Rate Demand Multi-Family Housing Revenue Bond (_____ Project) Series 2006B, numbered ____ (the *"Bond"*) of the City of Chicago (the *"City"*) (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the *"Indenture"*) dated as of _____, 2006, by and from the City to _____, Chicago, Illinois, as Trustee (the *"Trustee"*), on _____ (the *"Purchase Date"*), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to _____, as tender agent (the *"Tender Agent"*) (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of 100 percent of the principal amount thereof being purchased plus accrued interest to the date of purchase (the *"Purchase Price"*). The Bond may be tendered for purchase in part in the principal amount of $100,000 or any integral multiple of $5,000 in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than $100,000.

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 3:00 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the

Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased.

THIS ELECTION IS IRREVOCABLE AND BINDING
ON THE UNDERSIGNED AND CANNOT BE WITHDRAWN.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

_____
Name(s) of Bondholder(s)

_____
Street City State Zip

_____
Area Code Telephone Number

Signature(s): _____

Date: _____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by _____ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

_____

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.
The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is

$_____. (Insert Total Principal Amount of Bond or a portion thereof in the amount of $100,000 or any integral multiple of $5,000 in excess thereof)

IF NO AMOUNT IS INDICATED IN THE SPACE ABOVE, THE REGISTERED OWNER OF THIS BOND SUBJECT TO THIS BONDHOLDER TENDER NOTICE WILL BE DEEMED TO HAVE TENDERED THE BOND IN ITS FULL PRINCIPAL AMOUNT FOR PURCHASE.

SPECIAL DELIVERY INSTRUCTIONS

To be completed only if the Registered Owner of this Bond is the Registered Owner of at least $1,000,000 in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to:

Account Number:_____

Location of Account:_____

_____
(Include Zip Code)

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement, and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises,

GRANTING CLAUSE FIRST

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement

upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under Section 5.2 of the Agreement, (c) to receive notices and other documents under the Agreement, and (d) to inspect the Project Facilities and the books and records of the Borrower under Sections 5.1 and 5.3 of the Agreement;

GRANTING CLAUSE SECOND

All monies and securities held by the Trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture;

GRANTING CLAUSE THIRD

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder; and

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

PROVIDED that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation,

then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement and the Note; otherwise this Indenture be and remain in full force and effect.

THIS TRUST 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 payments, revenues, rents and receipts hereby pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

ARTICLE I.

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means the City of Chicago Acquisition and Construction Fund (_____ Project), created and established in Section 6.6 of this Indenture.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Loan Agreement dated as of _____, 2006, by and between the City and the Borrower, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement.

"Authenticating Agent" means the Trustee or the Paying Agent.

"Available Moneys" mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Borrower to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) which have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to

which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Borrower, any affiliate or general partner of the Borrower, the City or any person which is an "insider" of any such person within the meaning of Title 11 of the United States Code, as amended (the *"Bankruptcy Code"*); (v) the proceeds of any obligations issued to refund the Bonds (and the proceeds of the investment thereof); and (vi) any other moneys or securities, if there is delivered to the Trustee at the time of issuance and sale of such Bonds an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term *"Available Moneys"* shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"Bank" means _____, Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to Section 5.7(c) or Section 5.7(d) of the Agreement, its successors in such capacity and their assigns.

"Beneficial Owners" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Depository as a participant or indirect participant.

"Bond" or *"Bonds"* means the Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project) Series 2006B of the City, in the original aggregate principal amount of $_____ issued pursuant to this Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Borrower, the Bank and the Trustee.

"Bond Fund" means the City of Chicago Bond Fund (_____ Project), created and established by Section 6.2 of this Indenture.

"Bond Ordinance" means the ordinance adopted by the City Council of the City on _____, 2006, which authorizes the issuance of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated _____, 2006, among the City, the Borrower and the Underwriter, as from time to time supplemented and amended, relating to the purchaser by the Underwriter of the Bonds.

"Bond Purchase Fund" means the City of Chicago Bond Purchase Fund (_____ Project) created and established by Section 6.8 of this Indenture.

"Bond Registrar" means _____, Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"Bondholder" or *"holder"* or *"owner"* of a Bond means the Registered Owner of such Bonds.

"Borrower" means _____, an Illinois limited partnership, its successors and assigns.

"Borrower Bonds" means any Bonds (i) owned or held by the Borrower or the City or an agent of the Trustee for the account of the Borrower or the City or (ii) with respect to which the Borrower or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Borrower or the City.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the least of (a) 18 percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, 10 percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"City" means the City of Chicago, party of the first part to this Indenture, and its lawful successors and assigns.

"Code" means the federal Internal Revenue Code of 1986, as amended, and any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Conversion Date" means the date on which the Fixed Rate on the Bonds is effective pursuant to Section 2.2 hereof.

"Cost" or *"Costs"* means any cost in respect of the Project permitted under the Agreement.

"Depository" means DTC, or any other person who shall be an owner of all Bonds directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Borrower, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a *"clearing agency"* within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code). No event described in clause (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

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

"Event of Default" means any occurrence or event specified as such in Section 9.1 hereof.

"Fixed Rate" means the interest rate to be borne by the Bonds on and after the Conversion Date, established in accordance with Section 2.2 hereof.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Fixed Rate Period" means the period from and after the Conversion Date until the maturity date of the Bonds.

"Governmental Obligations" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time supplemented and amended.

"Interest Payment Date" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) of the Agreement, and any extensions or amendments thereof.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time to time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"Note" means the promissory note of the Borrower made payable to the Trustee pursuant to Section 4.2(a) of the Agreement.

"Outstanding" or *"Bonds outstanding"* means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Paying Agent" means the Bond Registrar, serving as paying agent pursuant to this Indenture.

"Project" means the acquisition, construction and equipping of the Project Facilities.

"Project Facilities" means, collectively, the real estate and other property located at _____, Chicago, Illinois, including all of the buildings and improvements to be erected or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

"Proposed Conversion Date" means any Interest Payment Date designated by the Borrower as the Conversion Date under this Indenture.

"Purchased Bonds" has the meaning set forth in Section 6.9 hereof.

"Rating Agency" means S&P, Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Borrower and the Bank.

"Rating Category" or *"Rating Categories"* means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Record Date" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"Registered Owner" means the person or persons in whose name or names a Bond is registered on the registration books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means the Letter of Credit and Reimbursement Agreement dated as of _____, 2006, between the Borrower and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(b), Section 5.7(c) or Section 5.7(d) of the Agreement, as from time to time

supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"Remarketing Agent" means _____, and any successors thereto, appointed in accordance with Section 10.11 hereof.

"Remarketing Agreement" means the Remarketing Agreement dated as of _____, 2006, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City and accepted by DTC.

"Revenues" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Note, and all receipts of the Trustee credited under the provisions of this Indenture against said amount payable, including all moneys drawn by the Trustee under the Letter of Credit to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trustee under Sections 6.1 and 6.7 hereof, and (iii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund, including income on investments of the Bond Fund and the Acquisition and Construction Fund.

"S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"State" means the State of Illinois.

"Stated Expiration Date" means the fifteenth day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"Substantial User" means "substantial user" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"Tax Agreement" means the Arbitrage and Tax Regulatory Agreement dated as of the date of issuance of the Bonds, among the Borrower, the City and the Trustee.

"Tender Agent" means _____, Chicago, Illinois, serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

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

"Trustee" means _____, Chicago, Illinois, a national banking association and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"Underwriter" means _____, Chicago, Illinois, the initial purchaser of the Bonds.

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"Variable Rate" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period, as established in Section 2.2 hereof.

"Variable Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Variable Rate Period" means the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of the Bonds.

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds. The total principal amount of Bonds that may be issued is hereby expressly limited to $_____ except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed $_____, and shall deliver the Bonds upon the request of the City.

Section 2.2. Issuance of Bonds; Disposition of Proceeds. The Bonds shall be designated "City of Chicago, Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project) Series 2006B," and shall be in the aggregate principal amount of $_____. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof during the Variable Rate Period, and in denominations of $5,000 and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on _____ 1, 200___ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on _____ 1, 200_, on the first Business Day of each calendar month thereafter and on the Conversion Date (each a *"Variable Rate Interest Payment Date"*), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first

day of the [January] or [July] immediately following the Conversion Date and on the first day of each [January] and [July] thereafter (each a *"Fixed Rate Interest Payment Date"*), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of 360 days consisting of twelve 30-day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the Wednesday of the next week at the Variable Rate for such interest rate period (an *"Interest Rate Period"*) as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at a rate of ___ percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day if any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission to the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on the Bonds for the immediately following Interest Rate Period; provided that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such Interest Rate Period. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Borrower, the

Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Tender Agent shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least 45 days prior to the Proposed Conversion Date, together with the written consent of the Bank. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and on such date shall give notice by electronic transmission or telephone, promptly confirmed in writing, of the interest rate so determined to the City, the Trustee, the Borrower, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. If all conditions to the establishment of the Fixed Rate are not met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the owners from time to time of all the Bonds.

Notwithstanding any term or provision hereof to the contrary, there shall be no Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to Bonds in the Fixed Rate Period, unless the Trustee shall have received an opinion of Bond Counsel to the effect that the addition or extension of any Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to the Bonds in the Fixed Rate Period will not have an adverse effect on the exclusion of interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is ____% per annum, from and after _____."

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be applied as provided in Section 2.10 hereof.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the City with the manual or electronic transmission signature of its Mayor and shall have impressed or imprinted thereon the official seal of the City or a electronic transmission thereof and shall be attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk. All authorized electronic transmission signatures shall have the same force and effect as if manually signed. If any official whose signature or a electronic transmission of whose signature shall appear on the Bonds shall cease to be such official before the authentication or delivery of such Bonds, such signature or such electronic transmission shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, are special, limited obligations of the City, payable solely from the Revenues and are a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Tender Agent and pledged to the payment of the Bonds, and the Revenues, which Revenues shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The Bonds are not an indebtedness of the City or a charge against its general credit or the general credit taxing powers of the State, the City, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the City, and neither the City, 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 Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the City, payable solely out of the Revenues and receipts of the City derived pursuant to the Agreement. No owner of the Bonds has the right to compel any exercise of the taxing power of the State, the City or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or agreement in this Indenture against any official of the City, or any official, officer, agent, employee or independent contractor of the City or any person executing the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Indenture 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 City in his or her individual capacity and neither any official of the City nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.4. Authentication. No Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth has been duly executed by the

Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of and premium, if any, and interest on the Bonds is payable in lawful money of the United States of America only at the principal corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided that on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond if such Registered Owner is the Registered Owner of at least $1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner gives written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing):

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.

2. The Note, the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Bond Purchase Agreement and the Remarketing Agreement.

3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds

to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.

4. Evidence of recordation of the Land Use Restriction Agreement.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within 15 days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and Exchange of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the principal corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the 10th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit. Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Borrower. If the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Borrower to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of $100,000 or more, the Trustee may reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for the number of days of interest coverage then specified in the Letter of Credit at the Cap Rate.

Section 2.10. Application of Bond Proceeds. The proceeds of the Bonds shall be deposited with the Trustee, as follows:

(a) Accrued interest, if any, shall be deposited in the Principal and Interest Account of the Bond Fund;

(b) $_____ shall be deposited in the Acquisition and Construction Fund

(c) *Section 2.11. Book Entry System.* Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee and the Borrower shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Trustee and the Borrower shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds tendered for purchase or (iv) any consent given by DTC as owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Borrower and the Trustee may treat DTC or any successor Depository as, and deem DTC or any successor Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through DTC Participants pursuant to DTC's operating procedures as in effect from time to time.

Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System. If (a) the City or the Borrower determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Borrower determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III.

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) *Optional Redemption.* On or prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds also are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to and in accordance with Sections 7.2 and 7.3 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

YEARS REMAINING FROM CONVERSION DATE UNTIL FINAL MATURITY OF THE BOND TO BE REDEEMED	FIRST DAY OF REDEMPTION PERIOD	REDEMPTION PRICES
More than 10 years	Eighth Anniversary of Conversion Date	102% declining by 1% on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
More than seven but not more than ten	Sixth Anniversary of Conversion Date	101% declining by 1% on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
Seven years or fewer	Bonds not callable	

Notwithstanding any provision in this Indenture or the Bonds to the contrary, the Indenture and the Bonds may be amended as of the Conversion Date upon the request of the Borrower, without the consent of any of the Bondholders, to change the redemption provisions applicable during the Fixed Rate Period to such redemption provisions as are acceptable to the Borrower provided that the Borrower provides an opinion of Bond Counsel to the Trustee to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation and obtains the prior written consent of the Bank if the Bonds are then held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit.

(b) *Extraordinary Optional Redemption.* After the Conversion Date, at the option of the Borrower, the Bonds are subject to redemption as a whole prior to maturity on any date at a redemption price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, within 360 days after the occurrence of any one of the following events:

(i) the Project Facilities shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project Facilities for normal purposes for a period of six months or more, or (z) the cost of restoration and repair would exceed 25 percent of the original cost of acquiring, constructing and equipping the Project Facilities; or

(ii) title to the whole or any part of the Project Facilities or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project Facilities for normal purposes for a period of six months or more.

(c) *Mandatory Redemption Upon Determination of Taxability.* The Bonds are subject to mandatory redemption prior to maturity by the City from funds derived from the prepayment of the Note by the Borrower pursuant to Section 7.1 of the Agreement, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability, at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) *Direction to Trustee to Call for Redemption.* The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar

mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided that so long as the Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2. Partial Redemption of Bonds. In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than $100,000 during the Variable Rate Period or greater than $5,000 during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each $5,000 of face value of principal amount shall be treated as though it were a separate Bond in the denomination of $5,000, as the case may be. If it is determined that one or more, but not all of the $5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such $5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than $5,000 of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of $100,000, the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than $100,000 after giving effect to such call for redemption.

Section 3.3. Notice of Redemption. (a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Borrower or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the *"Additional Redemption Notice"*) shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this Indenture.

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least 30 days before the date fixed for redemption by legible electronic transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4. Redemption Payments. On or prior to the date fixed for redemption, funds immediately available hereunder at the principal corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

ARTICLE IV.

TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. Purchase of Bonds at Option of Holder. The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven days immediately preceding the proposed purchase date, written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such telephonic notice, of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank, the Trustee and the Borrower on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds as provided in Section 2.11.

Section 4.2. Mandatory Tender of Bonds. Subject to the provisions below, on or prior to the Conversion Date the owner of each Bond is required to tender such Bond to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date or (iii) a Letter of Credit Termination Date (each a *"Mandatory Tender Date"),* all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds shall be tendered by the owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of

assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3. Procedures for Purchase of Bonds. Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof at a purchase price equal to 100 percent of the principal amount thereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds. The Bank's written consent is required for any such direction by the Borrower to the Remarketing Agent not to remarket Bonds that have been purchased with the proceeds of a draw under the Letter of Credit and the Borrower has not reimbursed the Bank for such draws.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Trustee, the Borrower, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11:00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 3:00 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agent, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the owner, or by wire transfer to the Registered Owner thereof if the Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds gives written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof; provided that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. Duties of Tender Agent. The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Borrower, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not remarket any Bonds to the City, the Borrower, any guarantor of the Borrower's obligations under the Agreement, or any

general partner of the Borrower. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

ARTICLE V.

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2. Compliance with Code. (a) The City, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the payments derived from the security pledged hereunder or from the Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The City and the Trustee further covenant and agree that they will comply with and take the specific actions required by the Tax Agreement.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The City further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the Agreement and the Note provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. List of Bondholders. The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City

maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Borrower, by the Bank, by the Remarketing Agent or by the owners (or a designated representative thereof) of 15 percent or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law. It is expressly understood that so long as the Bonds are held in the DTC System, the sole Registered Owner is Cede & Co.

Section 5.5. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Borrower thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City (except those rights reserved by the City hereunder) and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

ARTICLE VI.

REVENUES AND FUNDS

Section 6.1. Source of Payment of the Bonds. The Bonds herein authorized and all payments to be made by the City hereunder, are not general obligations of the City, but are special, limited obligations payable solely and only from the Revenues and as provided in the Agreement and in this Indenture.

The Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

Section 6.2. Creation of Bond Fund. There is hereby created by the City and established with the Trustee a Bond Fund to be designated "City of Chicago Bond Fund (_____ Project)," which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there are hereby established accounts to be designated *"Bond Fund – Principal and Interest Account"* and *"Bond Fund - Letter of Credit Account"*.

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) any amount in the Acquisition and Construction Fund directed to be paid into the Principal and Interest Account under Section 6.7 and Article VII hereof; (b) all Revenues for deposit in the Principal and Interest Account; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement, the Note or the Letter of Credit which are required or which are accompanied by directions that such moneys are to be paid into the Principal and Interest Account or the Letter of Credit Account, as the case may be.

Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit. Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Borrower under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof.

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds, provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

(b) moneys transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.4 of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(c) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(d) payments made by the Borrower pursuant to the Note and Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(e) all payments made by the Borrower pursuant to the Note and Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(f) all other amounts received by the Trustee under and pursuant to the Agreement, the Note or from any other source when required or accompanied by directions by the Borrower that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three Business

Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Purchased Bonds or any Borrower Bonds. Any such moneys drawn under the Letter of Credit shall be deposited and held in the Bond Fund - Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Borrower under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (e) above and any amounts referenced in clause (b) above shall be paid by the Trustee to the Bank and applied against the Borrower's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the City, and the City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund and transfer same to the Paying Agent to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 6.6. Creation of Acquisition and Construction Fund. There is hereby created by the City and established with the Trustee a trust fund to be designated the "City of Chicago Acquisition and Construction Fund (_____ Project)," which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7. Payments into Acquisition and Construction Fund; Disbursements. The proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund as provided in Section 2.10(b) hereof. All moneys in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as Exhibit A hereto in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Borrower upon the written request of the City or the Borrower, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition

and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8. Creation and Sources of Bond Purchase Fund. There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (_____ Project)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 a.m. New York time on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Borrower pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9. Use of Moneys in the Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds

tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Borrower under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys under clause (iv) of the definition thereof;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Borrower pursuant to Section 4.2(e) of the Agreement; and

(v) any other moneys received by the Trustee which are required to be paid into the Bond Purchase Fund or which are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above (*"Purchased Bonds"*) shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by electronic transmission, that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or

electronic transmission, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direction of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Borrower, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall immediately request from the Borrower funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(e) of the Agreement by directing that the Borrower deposit such funds with the Tender Agent at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower, the purchase price of which Bonds was paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Borrower as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Borrower under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Borrower under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Borrower to the Bank under the Reimbursement Agreement have been satisfied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Borrower.

Section 6.10. Non-Presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date

fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benefit of such persons, if any, for five years after the date upon which such moneys were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Acquisition and Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee and the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specific Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys which have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.12. Repayment to the Borrower and the Bank from Bond Fund and Bond Purchase Fund. Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement, the Note and the Letter of Credit, shall be paid to the Borrower or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be canceled and delivered to the Borrower.

Section 6.13. Additional Payments Under the Agreement. Pursuant to Section 4.2(c) of the Agreement the Borrower has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

ARTICLE VII.

INVESTMENT OF MONEYS

Any moneys held as part of the Acquisition and Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in accordance with the provisions of Section 3.5 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than 30 days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any 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 for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding the foregoing, interest accruing thereon and profits realized from investments in the Acquisition and Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Section 6.3 hereof. The Trustee, at the direction of the Borrower, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, as specified in such direction, whenever the cash balance in the Acquisition and Construction Fund is insufficient to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund which mature earliest.

Any moneys held as part of the Bond Purchase Fund shall not be invested or reinvested by the Tender Agent.

ARTICLE VIII.

DISCHARGE OF LIEN

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond

Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufficient to make such payment, or (2) Governmental Obligations purchased with Available Moneys (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classified as *"arbitrage bonds"* within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufficient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency then rating the Bonds that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Borrower, on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);

(b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which

moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Borrower also be invested and reinvested in Governmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

ARTICLE IX.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an *"Event of Default"* hereunder:

(a) Failure to pay interest on any Bond when such interest shall have become due and payable;

(b) Failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;

(c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;

(d) Receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or

of the occurrence of an *"Event of Default"* under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;

(e) Receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;

(f) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(g) The occurrence of an *"Event of Default"* under the Agreement.

Section 9.2. Acceleration. Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence and continuance of any other Event of Default hereunder the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1 (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; provided that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall and in its own name:

(a) By mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable

under the Agreement and the Note and to require the City to carry out any other provisions of this Indenture for the benefit of the Bondholders;

(b) Pursue any and all remedies available to it under the Agreement;

(c) Bring suit upon the Bonds;

(d) By action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event or Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event or Default or shall impair any rights or remedies consequent thereon.

Section 9.4. Right of Bank and Bondholders to Direct Proceedings. Subject to the provisions of Section 10.1(l) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and

of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver. Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7. Application of Moneys. All moneys (other than moneys derived from a drawing under the Letter of Credit) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with litigation against the Bank resulting from the Bank's failure to honor a properly presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund - Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Borrower Bonds), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Borrower Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

THIRD - To the payment of the obligations of the Borrower due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be

tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

FOURTH - To the payment of the principal of, premium, if any, and interest on Borrower Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied *First,* to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Borrower Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, *Second,* to the payment of the obligations of the Borrower due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement), and *Third,* to the payment of principal of and interest on Borrower Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof if the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided that if the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be

brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 9.9. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section 10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for 60 days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.11. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and

shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of (i) 35 days (or 185 days if the Bonds are then in the Fixed Rate Period), plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any *"Event of Default"* under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12. Notice of Defaults Under Section 9.1(f); Opportunity of the City and the Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Borrower, the Bank and the Remarketing Agent by the Trustee or to the City, the Borrower, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a *"Notice of Default"* hereunder, and the City and the Borrower shall have had 90 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 9.13. Remedies Not Exclusive. No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE X.

TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default which may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred hereunder (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the owner of Bonds secured hereby with the same rights which it would have if it were not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Borrower Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement and the Note, the Trustee or the Bond Registrar shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Trustee is required to draw on the Letter of Credit pursuant to its terms and without indemnification from any party.

Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee, the Bond Registrar and the City. The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee shall have a first lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, (iii) to accelerate payment of the principal of and interest on the Bonds when required

to do so by the terms of this Indenture and (iv) to cause a mandatory tender of the Bonds when required to do so by the terms of the Indenture.

Section 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by first class mail, postage prepaid, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. Successor Trustee, Bond Registrar or Tender Agent. Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which any one of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which any one of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Register or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6. Resignation by the Trustee; Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender Agent may at any time resign from the trusts hereby created by giving 30 days' written notice by first class mail, postage prepaid, to the City, the Borrower, the Bank, the Remarketing Agent and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by (i) the City, at the written request of the Borrower, delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Bank and to the Remarketing Agent, and (ii) an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Borrower, to the Bank and to the Remarketing Agent, and signed by the owners of a majority in aggregate principal amount

of Bonds then Outstanding provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agent by Bondholders or City. If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Borrower, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within 45 days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing in the state of its incorporation and have a reported capital and surplus of not less than $50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms and applicable law. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in

all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10. Appointment of Successor Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Borrower (to the extent that no *"Event of Default"* shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection there with, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging

and accepting its appointment hereunder to the City, the Trustee, the Borrower, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the City shall fail to deliver the same within 15 days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Appointment of a Remarketing Agent. The City and the Borrower shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Borrower in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. _____ is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Borrower, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Borrower and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the City, the Borrower, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Borrower by an instrument filed with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Borrower shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Borrower and the Bank with the City, the Remarketing Agent and the Trustee.

Section 10.12. Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent. The Trustee is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds.

Section 10.13. Notices to Rating Agencies. The Trustee shall provide Moody's or S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

ARTICLE XI.

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) To permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;

(e) To make further provisions for a book-entry system of registration for the Bonds;

(f) To provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit, provided that the Borrower provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal

income taxation and will not have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

(g) To secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

(h) To make any other change which in the sole determination of the Trustee does not materially adversely affect the owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or 100 percent, as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consent of Borrower and Bank. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Borrower (to the extent that no *"Event of Default"* shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. 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 given by first class mail, postage prepaid, to the Borrower and the Bank at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower, as the case may be, on or before 4:30 P.M., local time, at the principal corporate trust office of the Trustee, on the fifteenth day after the mailing of said notice. Prior to the execution of any supplemental indenture which affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XII.

AMENDMENT OF AGREEMENT AND NOTE

Section 12.1. Amendments, Etc., to Agreement and Note Not Requiring Consent of Bondholders. The City and the Trustee may, without the consent of or notice to the Registered

Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2. Amendments, Etc., to Agreement and Note Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement or the Note, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all owners.

Section 12.3. Consent of Bank. Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in

writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by the first class mail, postage prepaid, to the Bank at least 15 days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Agreement or the Note, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XIII.

AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT

Section 13.1. Amendment of Letter of Credit. The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; (ii) to obtain a credit rating on the Bonds from a Rating Agency; (iii) to effect a transfer thereof to a successor Trustee; (iv) to effect an extension of the terms thereof; (v) to effect a reduction or reinstatement thereof in accordance with its terms; or (vi) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds; provided that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than 100 percent in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2. Substitute Letters of Credit. The parties hereto acknowledge that the Borrower may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 5.7 of the Agreement. Upon receipt by the Trustee from the Borrower of notice that the Borrower intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof, whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than 10 Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's acceptance of the proposed Letter of Credit will be contingent upon fulfillment of the requirements of Section 5.7(c) of the Agreement.

ARTICLE XIV.

MISCELLANEOUS

Section 14.1. Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners may be in any number of concurrent documents and may be executed by such owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Borrower or any person related to the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Borrower.

Notwithstanding the foregoing paragraph, Bonds owned by the Borrower or any person related to the Borrower shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Borrower; provided that in such event the Borrower may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Borrower or any person related to the Borrower are the owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the owners thereof for purposes of federal income taxation.

Section 14.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3. Notices. Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City: City of Chicago

Chicago, Illinois
Attention: Commissioner, Department of Housing

With a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall – Room 600
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
Office of the City Comptroller
City Hall – Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

If to the Borrower: _____

With a copy to:

If to the Trustee:

If to the Bank:

If to the Remarketing Agent:

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.4. Payments Due on Non-Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.5. Action by Borrower. Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Borrower, such action may be taken by an Authorized Borrower Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.6. Counterparts. This 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 14.7. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective principal corporate trust offices are located.

Section 14.8. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 14.9. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.10. Provisions for Payment of Expenses. The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for

the payment of expenses of the City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesting such execution.

Section 14.11. Severability. If any provision of this 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 whatsoever.

Section 14.12. Third Party Beneficiary. The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

IN WITNESS WHEREOF, the City of Chicago and _____ have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

CITY OF CHICAGO

By _____
City Comptroller

_____, as Trustee,
Tender Agent, Paying Agent, Authenticating Agent and Bond Registrar

By _____
Its _____

Attest:

By _____
Its_____

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Requisition Certificate.

Requisition No_____
Date_____

REQUISITION CERTIFICATE

TO: _____ AS TRUSTEE UNDER THE SERIES 2006B TRUST INDENTURE DATED AS OF _____, 2006, FROM CITY OF CHICAGO TO THE TRUSTEE, AND SERIES 200_B LOAN AGREEMENT DATED AS OF _____, 2006, BETWEEN THE CITY AND THE BORROWER.

The undersigned hereby requests that the following amounts be paid to the following payees for the following Costs of the Project as defined in the above-mentioned Loan Agreement:

Amount	Payee and Address	Description

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction and equipping of the Project, have

been properly incurred and are a proper charge against the Acquisition and Construction Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Acquisition and Construction Fund, and that such amounts are costs which can be capitalized for federal income tax purposes to the extent required by Section 142 of the Internal Revenue Code of 1986, as amended, (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors, mechanics, laborers, materialmens, statutory or similar lien upon the Project or any part thereof; (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Acquisition and Construction Fund in any previous or pending application for payment made pursuant to the Loan Agreement; (iv) payment of this Requisition will not breach any limitation on disbursements contained in the Project Certificate (as defined in the Loan Agreement); (v) the amount remaining in the Acquisition and Construction Fund after payment of the amount(s) requested in this Requisition, the reasonable estimate of investment income thereon, plus funds of the Borrower available for such purpose will, after payment of the amount(s) requested hereby, be sufficient to pay the cost of completing the Project; and (vi) the amount(s) requested hereby are "Costs" permitted by the Agreement and the Indenture.

_____

_____

Authorized Borrower Representative

Approved:

_____

By _____

Title _____

Exhibit "D-1".
(To Ordinance)

City Of Chicago

And

_____,
As Trustee

And

_____,
An Illinois Limited Partnership, As Borrower

Financing Agreement.

Dated As Of _____, 200__.

THIS FINANCING AGREEMENT (the *"Agreement"*) dated as of _____, 200_, by and among the CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the *"Issuer"*), _____, an Illinois limited partnership (the *"Borrower"*), and _____, a national banking association, as trustee (the *"Trustee"*) under that certain Trust Indenture dated as of _____, 200_, from the Issuer to the Trustee securing the Bonds described below (the *"Indenture"*).

WITNESSETH:

For and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Terms used in this Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture. In addition, unless otherwise expressly provided herein, or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

"Authorized Representative" means a representative of the Borrower, as appropriate, authorized to perform any act or discharge any duty under this Agreement.

"Bond Counsel" means Perkins Coie LLP or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bonds" means the Issuer's $_____,000 aggregate principal amount of Multi-Family Housing Revenue Bonds (_____ Project), Series 200_A (FHA Insured/GNMA), issued pursuant to the Ordinance and the Indenture and secured by the Indenture.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations thereunder applicable to the Bonds.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated _____, 200_, between the Borrower and the Trustee.

"FHA" means the Federal Housing Administration, an organizational unit within HUD.

"GNMA Issuer" means Collateral Real Estate Capital, LLC, and its successors and assigns.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement for Multifamily Housing Projects (HUD-92466) with respect to the Project between the Borrower and HUD, as the same may be amended, restated or supplemented from time to time.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of _____, 20_ among the Issuer, the Borrower and the Trustee.

"Mortgage" means the Mortgage executed by the Borrower, as mortgagor to secure the Mortgage Loan.

"Mortgage Insurance" means the mortgage insurance with respect to the Mortgage Loan issued by FHA under Section 221(d)(4) of the National Housing Act.

"Mortgage Loan" means the Mortgage Loan with respect to the Project endorsed for Mortgage Insurance by FHA pursuant to Section 221(d)(4) of the National Housing Act to be made by the GNMA Issuer to Borrower.

"Mortgage Loan Documents" means, collectively, the Mortgage Note, the Mortgage, the HUD Regulatory Agreement, the Building Loan Agreement and other documents required by FHA in connection with the closing of the Mortgage Loan, as the same may be amended, restated or supplemented from time to time.

"Mortgage Note" means the promissory note executed by the Borrower, as mortgagor, to evidence the Mortgage Loan and delivered to the GNMA Issuer.

"Permitted Encumbrances" means, as of any particular date, those encumbrances approved by FHA in connection with the initial or final endorsement of the Mortgage Note for Mortgage Insurance.

"Project" means the acquisition, rehabilitation, construction and equipping of a multi-family residential facility project consisting of _____.

"Project Fund" means the Project Fund established under the Indenture for the purpose of acquiring GNMA Securities (as defined in the Indenture).

"Schedule of Subscribers and GNMA Guaranty Agreement" means HUD form of Schedule of Subscribers and GNMA Guaranty Agreement (HUD-11705) or any replacement form issued by HUD.

"State" means the State of Illinois.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement dated _____, 200_, among the Borrower, the Issuer and the Trustee.

"Trustee" means _____, in the City of Chicago, Illinois, and its successors in trust.

Section 1.2 Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Agreement are to the Articles, Sections and other subdivisions of this Agreement as originally executed. The headings of this Agreement are for convenience and shall not define or limit the provisions hereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State. The Issuer is authorized to execute and deliver this Agreement, the Land Use Restriction Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The Issuer has issued the Bonds for the purpose of financing a portion of the Project Costs.

(c) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Agreement, the Land Use Restriction Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Agreement, the Land Use Restriction Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

Section 2.2 Representations and Warranties of Borrower. The Borrower represents and warrants that:

(a) The Borrower (i) is a limited partnership duly organized and validly existing under the laws of the State, and is qualified to transact business under the laws of the State, and (ii) has the power and authority to carry on its properties and assets, and to carry out its business as now being conducted by it, and as contemplated by this Agreement, the Tax Regulatory Agreement, the Land Use Restriction Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.

(b) The Borrower has been duly authorized to execute and deliver this Agreement, the Land Use Restriction Agreement, the Tax Regulatory Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.

(c) The execution and delivery by the Borrower of this Agreement, the Land Use Restriction Agreement, the Tax Regulatory Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents will not violate any provision of any presently existing law, rule or regulation, any order of any court or other agency or government, or any provision of any document or instrument to which the Borrower is a party the effect of which would materially and adversely affect the ability of Borrower to perform its obligations under this Financing Agreement.

(d) There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or other agency, now pending, or, to the best knowledge of Borrower, threatened against or affecting the Borrower, or any of the properties or rights of the Borrower, which, if adversely determined, would materially impair the right of the Borrower to carry on its business substantially as now being conducted by it, and as contemplated by this Agreement, the Land Use Restriction Agreement, the Tax Regulatory Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents, or would materially and adversely affect the financial condition of the Borrower.

(e) The operation of the Project in the manner presently contemplated and as described in this Agreement, the Land Use Restriction Agreement, the Tax Regulatory Agreement and the Mortgage Loan Documents will not conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(f) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(g) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party, which default would materially adversely affect the Project or adversely affect the Borrower's ability to perform its obligations under any agreement related to the financing of the Project.

(h) The estimated cost of acquiring, rehabilitating, constructing and equipping the Project, inclusive of financing costs, is in excess of $_____.

(i) At least 95% of the net proceeds of the Bonds will be used to finance on-site or off-site Qualified Project Costs which constitute a "qualified residential rental project" within the meaning of the Code and such costs will have been paid with respect to work performed or materials purchased after _____, 200_ (which date is sixty days prior to the adoption of the Ordinance).

(j) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(k) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.

(l) No more than ____% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(m) None of the proceeds of the Bonds will be used 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, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(n) Until payment in full of all of the Bonds, unless the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower

agrees to resolve diligently, or which liens are insured over by a title insurance company reasonably acceptable to FHA, (iv) the Mortgage Loan Documents, the Land Use Restriction Agreement and the other "permitted exceptions" identified in the HUD Regulatory Agreement, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds or otherwise approved by FHA, and (vi) such other pledges as may be approved in writing by the Trustee.

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has reviewed and approved the Indenture.

(p) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

ARTICLE III
BOND PROCEEDS

Section 3.1 Application of Bond Proceeds. In order to enable the Issuer to provide funds to finance the Mortgage Loan made to finance the Project, the Issuer has issued and delivered the Bonds to the purchasers thereof, and has caused to be deposited the net proceeds thereof with the Trustee for application in accordance with the provisions of the Indenture and this Agreement.

Section 3.2 The GNMA Security; Disbursements From the Project Fund.

(a) *Initial CLC*. The obligation of the Trustee to acquire the Initial CLC on behalf of the Issuer is subject to Section 4.03(b) of the Indenture and receipt on or before the date of acquisition of such Initial CLC by the Trustee of the following documents:

(i) written evidence from the GNMA Issuer that the Initial CLC has been issued to the Trustee in a principal amount not to exceed amounts available in the Project Fund as of the date of delivery of the CLC, bearing interest at the Pass-Through Rate, maturing on the CLC Maturity Date, and will be delivered to the Trustee within 30 days of its dated date (which shall be the first day of a month);

(ii) a certificate in the form attached hereto as ***Exhibit A*** executed by an Authorized Borrower Representative certifying, among other things, that 95% of the amount of the CLC represents Qualified Project Costs, that purchase of the CLC is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and have not been previously paid or requisitioned;

(iii) a copy of the Application for Insurance of Advances of Mortgage Proceeds pertaining to the Initial Advance, executed by the GNMA Issuer and approved by FHA;

(iv) a GNMA prospectus relating to the GNMA Security;

(v) a copy of the executed Mortgage certified by the title company;

(vi) a copy of the executed Mortgage Note initially endorsed by FHA evidencing the Mortgage Loan;

(vii) a copy of an ALTA Lender's Policy of title insurance issued with respect to the Project showing the Land Use Restriction Agreement to have a priority immediately subordinate to the Mortgage, the HUD Regulatory Agreement and any related UCC Financing Statements and assignment of rents and leases to the GNMA Issuer;

(viii) the [Schedule of Subscribers and] GNMA Guaranty Agreement; and

(ix) the original or certified copy of the executed and recorded Land Use Restriction Agreement.

(b) *Subsequent CLCs*. After acquisition of the Initial CLC and except for the disbursement relating to the Final Advance, the Trustee shall make periodic advances of moneys available in the Project Fund and Bond Fund, as applicable, to the GNMA Issuer, on behalf of the Borrower, to acquire subsequent CLCs, but only in accordance with the conditions of Section 4.03(b)(iii) of the Indenture and the terms and provisions of the Purchase and Sale Agreement and this Agreement.

The obligation of the Trustee to make interim advances to acquire subsequent CLCs is further subject to the timely receipt by the Trustee of all payments due on previously delivered CLCs, and is also subject to the receipt of the following documents, on or before the date of any purchase of such CLCs by the Trustee:

(i) a certificate in the form attached hereto as ***Exhibit A*** executed by an Authorized Borrower Representative certifying, among other things, that 95% of the amount of the CLC to be acquired represents Qualified Project Costs, that purchase of such CLC is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and payable and have not been previously paid or requisitioned; and

(ii) the relevant CLC (which shall be delivered simultaneously with such interim advance).

The Trustee shall review each CLC delivered to it in connection with the initial advance and each interim advance to ensure that (i) the amount of such CLC, when added to all previous CLCs issued to the Trustee, does not exceed $_____,000, (ii) such CLC bears interest at the Pass-Through Rate, (iii) such CLC matures on _____, 200_ and (iv) such CLC is delivered to the Trustee by the last day of the month in which it was issued. [With respect to the final CLC to be delivered to the Trustee, the Trustee shall also receive (i) a copy of the executed and approved Application for Insurance of Advances of Mortgage Proceeds pertaining to such Final Advance, (ii) a Schedule of Subscribers and GNMA Guaranty Agreement and (iii) written assurance from the GNMA Issuer that it will proceed to submit to GNMA the finally endorsed Mortgage Note.]

(c) *Delivery of PLC*. The Trustee shall deliver as requested by the GNMA Issuer its authorization to cancel all CLCs held by it upon issuance by the GNMA Issuer and delivery of the PLC on the PLC Delivery Date and upon receipt by the Trustee of a Schedule of Subscribers and GNMA Guaranty Agreement and written assurance from the GNMA Issuer that it will proceed to submit to GNMA the finally endorsed Mortgage Note; provided, however, that the CLCs shall not be so cancelled if the principal balance of the Mortgage Note as of the PLC Delivery Date is less than the aggregate principal amount of such CLCs unless the GNMA Issuer has paid to the Trustee, as a partial prepayment of such CLCs, an amount equal to the difference between the then current outstanding principal balance of the Mortgage Note as of the PLC Delivery Date and the aggregate principal amount of the CLCs.

The obligation of the Trustee to acquire the PLC is subject to Section 4.03(b)(iv) of the Indenture and receipt of the following documents:

(i) written evidence from the GNMA Issuer that the PLC will be issued to the Trustee in the principal amount equal to the unamortized portion of the Mortgage Loan with a final maturity date no later than ___ months from the Commencement of Amortization and in no event later than _____, 20__, will be dated no later than the first day of the month in which the CLCs mature and will be delivered no later than the last day of the month in which it is issued and will bear interest at the Pass-Through Rate;

(ii) the final certificate in the form attached hereto as *Exhibit A* executed by an Authorized Borrower Representative certifying, among other things, that at least 95% of the amount of the PLC represents Qualified Project Costs, the principal amount of the PLC in excess of the aggregate principal amount of the CLCs is a proper charge against the Project Fund and that the principal amount of the PLC in excess of the aggregate principal amount of the CLCs represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisitioned;

(iii) [a Schedule of Subscribers and GNMA Guaranty Agreement and a certificate of the GNMA Issuer to the effect that (A) such Schedule of Subscribers and GNMA Guaranty Agreement has been duly authorized, executed and delivered by the GNMA Issuer, and constitutes a valid and binding obligation of the GNMA Issuer and GNMA and (B) the PLC upon its issuance will constitute a valid and binding obligation of GNMA, enforceable in accordance with its terms;]

(iv) a copy of the executed and approved Application for Insurance of Advances of Mortgage Proceeds pertaining to such final advance; and

(v) [a GNMA prospectus relating to the GNMA Security].

Section 3.3 Payments by Borrower. In addition to all payments required to be made with respect to the Mortgage Note, the Borrower agrees to make the following additional payments, to the extent not paid pursuant to the Mortgage Note:

(a) [To the Trustee on the date of issuance of the Bonds from other amounts received from the Underwriter in connection with the sale of the Bonds, in immediately payable federal funds: $_____ for deposit in the Reserve Fund.]

(b) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee to pay the principal of or interest on the Bonds or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental issuer of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee or the respective liens of the Indenture or the Mortgage.

(c) To the extent the amounts on deposit in the Bond Fund (and available to pay the Trustee in accordance with Section 4.04 of the Indenture) are insufficient to pay the fees of the Trustee, the dissemination agent under the Continuing Disclosure Agreement or the rebate analyst, the Borrower shall, not later than five days after notification from the Trustee of such

deficiency, pay such amount to the Trustee, the dissemination agent or the rebate analyst, as appropriate.

(d) All fees, expenses and responsibilities of the Borrower to the GNMA Issuer or to FHA or GNMA in connection with the Mortgage Loan, which obligations shall be the obligations of the Borrower and shall not be the obligations of the Issuer.

(e) All fees and expenses required to obtain an extension of the CLC Delivery Date or PLC Delivery Date under Section 4.03(d) of the Indenture, and Borrower agrees to deposit with the Trustee for deposit in the Bond Fund such required amounts at the time of the request for the extension.

(f) In the event the Borrower is in default under any provision of this Agreement, the Mortgage Loan Documents (subject to the nonrecourse, notice and cure provisions thereof) or the Land Use Restriction Agreement, to the Issuer, the Trustee and the GNMA Issuer all reasonable fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(g) Upon the written demand of the Trustee, to the Trustee, on behalf of the Issuer, any amount required to be rebated to the United States of America pursuant to Sections 4.07 and 5.06 of the Indenture, to the extent that funds are not available therefor under the Indenture; provided, however, that such obligation shall be payable from "Surplus Cash" (as defined in the HUD Regulatory Agreement) and from no other source. If "Surplus Cash" is not available for such purpose, the [_____] of the Borrower (the *"Responsible Party"*) shall pay such amounts. The obligation of the Responsible Party to make such payments shall be a personal obligation of the Responsible Party, and no lien or claim shall be made by such Responsible Party against the revenues and assets of the Project except from "Surplus Cash" to the extent available. The Responsible Party's obligation to make such payments in its personal capacity shall be evidenced by the Responsible Party's execution and acceptance of this Agreement.

(h) Any amounts required to be paid in connection with the redemption of Bonds pursuant to Section 3.01 of the Indenture.

Section 3.4 Sufficiency of the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys deposited under the Indenture and available for the purposes therein specified will be sufficient to pay all of the cost thereof. The Borrower agrees that if after disbursement of all the moneys in the Project Fund, the Borrower should pay any cost relating to the Project, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, or the holders of the Bonds, except to the extent the Issuer has agreed in writing.

Section 3.5 Investment of Moneys. Any moneys held as part of the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund under the Indenture shall initially be invested and reinvested by the Trustee in Qualified Investments, as provided in

Section 4.09 of the Indenture. The Borrower has reviewed those provisions of the Indenture relating to investment of funds held under the Indenture and the use of such investment earnings, and has reviewed the Trustee's proposed initial investment of funds deposited to the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund, and hereby approves of the same. The Issuer, the Trustee and the Borrower jointly and severally covenant (to the extent of their control over such matters) that the use of the proceeds of the Bonds, including any moneys held as part of any fund under the Indenture and any other amounts received by the Issuer in respect to property directly or indirectly financed with the proceeds of the Bonds, and proceeds from interest earned on the investment and reinvestment of such fund and proceeds, shall be invested or otherwise used and shall be restricted in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" within the meaning of Section 148 of the Code.

ARTICLE IV
ADDITIONAL COVENANTS AND AGREEMENTS

Section 4.1 FHA Regulations Control. In the event of any conflict between the provisions of this Agreement and the applicable rules and regulations of FHA in effect on the date of the initial endorsement of the Mortgage Loan by HUD, such rules and regulations of FHA shall control. In the event that the consent of FHA is required by such rules and regulations in order for the Issuer or the Trustee to exercise any remedy hereunder, such consent shall be obtained prior to the exercise of such remedy.

Section 4.2 Inspections. All equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents, and other papers relating to the Project shall at all times be maintained in reasonable condition for proper audit, and shall, upon at least 48 hours prior written notice and during regular business hours, be subject to examination and inspection at any reasonable time by the Issuer, the Trustee or their authorized agents.

Section 4.3 Reports and Information. At the request of the Issuer or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Issuer and the Trustee, concurrently with delivery to FHA or HUD, copies of any reports and information furnished to FHA or HUD pursuant to the Mortgage Loan Documents. Additionally, the Borrower shall furnish to the Issuer and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land Use Restriction Agreement.

Section 4.4 Assignment. No transfer of title to the Project shall be made unless (1) FHA consents to such transfer, as long as the Mortgage Loan is insured or held by FHA, (2) the GNMA Issuer consents to such transfer, as long as the GNMA Security is outstanding, and (3) the transferee assumes all of the duties of the Borrower under this Agreement, the Continuing Disclosure Agreement, the Land Use Restriction Agreement and the Mortgage Loan Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder except for the Responsible Party's obligations under Section 3.3(g) hereunder. Upon the assumption of the

duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 4.5 Use of Proceeds. The Borrower shall not take any action or omit to take any action within its control, which action or omission would in any way cause the Trustee to apply the proceeds from the sale of the Bonds in a manner contrary to that provided for in the Indenture or the Mortgage Loan Documents.

Section 4.6 Indemnification.

(a) The Borrower hereby assumes liability for and at its expense agrees to indemnify, protect, have and keep harmless, the Issuer, [the GNMA Issuer] and the Trustee, their respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which arise out of or are based upon the alleged inaccuracy of information furnished to the Issuer or the Trustee by the Borrower for inclusion in the Official Statement relating to the Bonds.

(b) The Borrower will pay, and will protect, indemnify and save the Issuer harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses of the Issuer), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following, to the extent permitted by law:

(i) the design, construction and installation of the Project;

(ii) the use of the Project by the Borrower;

(iii) violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Tax Regulatory Agreement, the Land Use Restriction Agreement or the Mortgage Loan Documents;

(iv) violation by the Borrower of any other contract, agreement or restriction relating to the Project; and

(v) violation by the Borrower of any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof.

(c) The Borrower will pay, and will protect, indemnify and save the Trustee harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature arising out of the violation by the Borrower of any agreement, warranty, covenant or condition of the Land Use Restriction Agreement, except when caused by the Trustee's own negligence or willful misconduct or by the joint negligence or willful misconduct of the Trustee and any other person (other than the Borrower and related entities).

(d) The Issuer, [the GNMA Issuer] or the Trustee, as the case may be, shall notify the Borrower in writing of any claim or action brought against the Issuer, [the GNMA Issuer] or the Trustee, as the case may be, in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel, and the payment of all reasonable expenses. The Issuer, [the GNMA Issuer] or the Trustee, as the case may be, may employ separate counsel in any such action and participate in the defense thereof. The fees and expenses of such separate counsel so incurred shall be at the expense of the Borrower without regard to any authorization of such employment by the Borrower.

Section 4.7 Fees. Reference is hereby made to Section 7.07 of the Indenture which sets forth the compensation and reimbursement to which the Trustee is entitled for ordinary fees and expenses. The Borrower agrees to pay, whether out of the proceeds of the Mortgage Loan or other funds, the fees and reasonable expenses of the Trustee (to the extent not paid in accordance with Section 7.07 of the Indenture), the rebate analyst and the dissemination agent (including the reasonable fees and expenses of their counsel) in connection with the issuance of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and filing, to the extent such fees and expenses are not otherwise paid from the Costs of Issuance Fund in accordance with Section 4.06 of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable. The Borrower will also pay any reasonable expenses in connection with any redemption of the Bonds. Specifically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer or to any payee designated by the Issuer, within 30 days after receipt of request for payment thereof, all expenses of the Issuer related to the Project and the financing thereof which are not paid from the funds held under the Indenture, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project or the Bonds or in connection with questions or other matters arising under such documents.

The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the Mortgage Loan Documents, the Tax Regulatory Agreement and the Land Use Restriction Agreement.

Section 4.8 Establishment of Completion Date. Within 60 days of the Completion Date, the Borrower shall furnish to the Issuer and the Trustee a certificate stating that the Project has been completed.

Section 4.9 Continuing Disclosure. The Borrower hereby covenants and agrees to enter into and comply with the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Agreement; however, the Trustee, at the written request of the holders of at least 25% aggregate principal amount of Outstanding Bonds, shall (only to the extent the Trustee has been provided indemnity satisfactory to it from any costs, liabilities or expenses, including reasonable fees and expenses of its attorneys), or any Bondholders may, take such actions as may be necessary and

appropriate, including seeking mandamus or specific performance by court order, to cause the Borrower to comply with its obligations pursuant to this Section 4.9.

Section 4.10 Recordation and Filing. The Borrower shall cause financing statements with respect to the Trust Estate described in the Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by the Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in the effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under the Indenture against all actions proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section 4.11 [Borrower Required to Pay Costs in the Event Project Fund Insufficient. In the event the money in the Project Fund available for payment of the costs of the Project shall not be sufficient to make such payment in full, the Borrower agrees to pay directly, or to deposit moneys in the Project Fund for the payment of, such costs of completing the Project as may be in excess of the moneys available therefore in the Project Fund.]

Section 4.12 Purchase of Issuer's Bonds. The Borrower agrees that neither it, nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

Section 5.1 Events of Default; Remedies. Upon violation of any of the provisions of this Agreement by the Borrower, the Issuer or the Trustee shall give written notice thereof to the Borrower by messenger, overnight courier or registered or certified mail, postage prepaid, return-receipt requested. If such violation is not corrected or action commenced and diligently pursued to effect such correction to the reasonable satisfaction of the Issuer and the Trustee within 30 days after the date such notice is received by Borrower, or within such further time as the Issuer or the Trustee permits, which permission shall not be unreasonably withheld, without further notice the Issuer or the Trustee may declare a default under this Agreement effective on the date of such declaration of default, and upon such default the Issuer or the Trustee may apply to any state or federal court having jurisdiction for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief in law or equity as may be appropriate, since the injury to the Issuer and the Trustee arising from a default under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain; provided, however, that nothing herein

is intended to affect or extend any period of time established by the Mortgage or to impose any personal liability upon the Borrower or any of the partners of the Borrower or to constitute a default under the Mortgage Loan Documents, except as provided therein. [Notwithstanding the occurrence of any event of default under this Agreement or under the other documents relating to the issuance of the Bonds and the exercise of any available rights or remedies thereunder, the Trustee shall continue to purchase the GNMA Securities from the GNMA Issuer and to make disbursements pursuant to Section __ or Section ___ and the Purchase and Sale Agreement, and the funds on deposit in the Project Fund and the Bond Fund shall remain available for such purpose.]

The prevailing party in any suit, in law or equity, against the Borrower with respect to any breach of this Agreement shall be entitled to reimbursement from the other party to such suit for all attorneys' fees and disbursements of the prevailing party reasonably connected therewith or incidental thereto except, in the case of fees and disbursements due the Issuer or the Trustee, to the extent such attorneys' fees are paid from moneys available therefor under the Indenture.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given and received: (i) three days after deposit in the United States mail and sent by first class mail, postage prepaid, or (ii) when delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street
Suite 1100
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

City of Chicago
Department of Finance - Financial Policy
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602
Attention: _____
Phone:
Fax:

If to the Borrower:

Phone:
Fax:

with copies to:

Phone:

If to the Trustee:

Copies of each notice, certificate of other communication given hereunder by any party hereto shall be given to all parties hereto.

Section 6.2 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements which are contained in this Agreement shall bind the successors and assigns of the party so covenanting, promising or agreeing, and shall inure to the benefit of the successors and assigns of the other parties hereto.

Section 6.3 Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State (other than the choice of law rules of the State) and, where applicable, the laws of the United States of America.

Section 6.4 Captions. The section headings contained herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 6.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.6 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.7 Limited Liability of Borrower. The obligations of the Borrower contained in this Agreement shall be limited obligations payable solely from "Surplus Cash" (as defined in the HUD Regulatory Agreement) or as otherwise permitted by FHA and except as expressly provided in Section 3.3(g) hereof solely with respect to the Responsible Party, no member of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower or claim arising out of this Agreement against the Borrower; provided that nothing herein is intended to affect the Borrower's liability under the Mortgage Loan Documents.

Section 6.8 No Liability of Issuer. The Bonds are issued pursuant to Article VII, Section 6 of the 1970 Constitution of the State and pursuant to the Ordinance and shall be limited obligations of the Issuer payable solely as provided in the Indenture. No owner of any Bond has the right to compel any exercise of the taxing power of the Issuer to pay the principal of, interest on, or premium, if any, on, the Bonds and the Bonds shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions. No covenant or agreement contained in the Indenture, the Bonds or this Agreement shall be deemed to be a covenant or agreement of any official or of any officer or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor any officer of the Issuer signing the Indenture, the Bonds, the Tax Regulatory Agreement, the Land Use Restriction Agreement, the HUD Regulatory Agreement or this Agreement shall be liable personally or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6.9 Enforcement Not to Affect Mortgage Loan or GNMA Security. Notwithstanding any provision in this Agreement to the contrary, enforcement of this Agreement will not result in any claim under the Mortgage Loan or the GNMA Security, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the GNMA Issuer or another Person required by HUD in connection with the Mortgage Loan or the GNMA Security, or against the rents or other income from the Project (other than available "Surplus Cash," as defined in the HUD Regulatory Agreement) for payment hereunder.

Section 6.10 [Third-Party Beneficiary. To the extent that the Indenture or this Agreement confers upon or gives or grants to the GNMA Issuer any right, remedy or claim under or by reason of the Indenture or this Agreement, the GNMA Issuer is hereby explicitly recognized as being a third-party beneficiary under this Agreement and may enforce any such right or remedy or claim conferred, given or granted under this Agreement as if it were a party to this Agreement.]

Section 6.11 [Consent of GNMA Issuer. Notwithstanding the foregoing, no amendments may be enacted under this Agreement Section which will effect the rights of the GNMA Issuer hereunder, under the Purchase and Sale Agreement or the Indenture without the prior written consent of the GNMA Issuer.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their corporate seals to be affixed hereto and to be attested, all as of the day and year first written above.

CITY OF CHICAGO

[SEAL]

By:_____
Chief Financial Officer

Attest:

By: _____
City Clerk

_____
an Illinois limited partnership

Attest:

By: _____,
Its: _____

By: _____
Its: _____

_____,
as Trustee

Attest:

By: _____,
Its: _____

By: _____
Its: _____

(Sub)Exhibit "A" referred to in this Financing Agreement reads as follows:

(Sub)Exhibit "A".
(To Financing Agreement)

Borrower's Certificate To G.N.M.A. Issuer And Trustee.

Reference is made to that certain Financing Agreement dated as of _____, 200_ (the "Financing Agreement"), by and among the City of Chicago (the "Issuer"), _____ an Illinois limited partnership (the "Borrower") and _____ (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Financing Agreement.

To induce the GNMA Issuer to consent to the disbursement under the Mortgage Loan as shown on Schedule 1 attached hereto, and to induce the Trustee to purchase a CLC or the PLC, as applicable, the undersigned represents, warrants and certifies to the GNMA Issuer and the Trustee:

(a) the costs set forth in Schedule 1 hereto are presently due and payable, have been properly incurred by the Borrower in connection with the Project being financed with the proceeds of the Mortgage Loan, are reimbursable Project Costs properly chargeable against the Mortgage Loan and have not been the basis of any previous disbursement;

(b) the costs specified in Schedule 1 hereto, when added to all previous disbursements under the Mortgage Loan, will result in at least 95% of the aggregate amount of all disbursements having been used to pay or reimburse the Borrower for amounts which are Qualified Project Costs;

(c) none of the costs set forth in Schedule 1 hereto are Costs of Issuance; and

(d) FOR A CLC, INSERT: at least 95% of the amount of the CLC being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs and the purchase of such CLC is a proper charge against the Project Fund; and

(e) the Borrower is not in default under the Financing Agreement or the Mortgage Loan.

Dated: _____, 20__

_____
an Illinois limited partnership

By: _____
Its: _____

[Schedule 1 referred to in this Borrower's Certificate to G.N.M.A. Issuer and Trustee unavailable at time of printing.]

Exhibit "D-2".
(To Ordinance)

City Of Chicago

And

_____

Loan Agreement

Dated As Of _____ 1, 2006

Relating To City Of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project), Series 2006B.

THIS LOAN AGREEMENT dated as of _____ 1, 2006 (the *"Agreement"*), is by and between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the *"City"*), and _____, an Illinois limited partnership (the *"Borrower"*).

RECITALS:

WHEREAS, the City plans to undertake the financing of a portion of the costs of the acquisition, construction and equipping of a low-income multi-family housing project to be located at _____, Chicago, Illinois (the *"Project"*), by issuing its $_____ Variable Rate Demand Multi Family Housing Revenue Bonds (_____ Project) Series 2006B (the *"Bonds"*); and

WHEREAS, the City intends to loan the proceeds of sale of the Bonds to the Borrower to acquire, construct and equip the Project; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture (the *"Indenture"*) of even date herewith from the City to _____, Chicago, Illinois, as trustee (the *"Trustee"*); and

WHEREAS, the Borrower's obligations to repay the loan are evidenced by this Agreement and the Borrower's execution and delivery to the Trustee of its promissory note (the *"Note"*) concurrent herewith; and

WHEREAS, the Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable letter of credit issued by _____, Chicago, Illinois (the *"Bank"*), in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the *"Letter of Credit"*); and

WHEREAS, upon the issuance of the Bonds, the City also will issue its $_____ aggregate principal amount of Multi-Family Housing Revenue Bonds (_____ Project) Series 2006A (FHA Insured/GNMA) to finance a portion of the cost of the Project (the *"Series A Bonds"*).

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided that in the performance of the agreements of the City herein contained, any obligation it may thereby incur shall not constitute a debt of the City, or a charge against its general credit, but shall be payable solely out of the revenues and receipts derived from this Agreement, the Note, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from drawings under the Letter of Credit, all as herein provided):

ARTICLE I.

DEFINITION OF TERMS

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

"Acquisition and Construction Period" means the period between the beginning of the acquisition, construction and equipping of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Affordable Housing Loan" has the meaning set forth in the Bond Ordinance.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Alternate Credit Facility" means a surety bond, an insurance policy or any other credit facility not constituting an irrevocable, direct-pay letter of credit delivered to the Trustee pursuant to Section 5.7(d) hereof.

"Authorized Borrower Representative" means such person at the time and from time to time designated to act on behalf of the Borrower by written certificate furnished to the City, the Trustee and the Bank, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"Bank" means _____, Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit pursuant to Section 5.7(c) hereof, its successors in such capacity and their assigns.

"Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project) Series 2006B of the City, in the original aggregate principal amount of $_____ issued pursuant to the Indenture.

"Borrower" means _____, an Illinois limited partnership, and its successors and assigns.

"City" means the City of Chicago, and its lawful successors and any assigns.

"Completion Date" means the earlier of (i) _____ or (ii) the date of completion of the Project, as that date shall be certified as provided in Section 3.4 hereof.

"Cost of the Project" means the sum of the items authorized to be paid from the Acquisition and Construction Fund pursuant to the provisions of (a) through (i) of Section 3.3 hereof.

"Event of Default" means any occurrence or event specified as such and defined as such by Section 6.1 hereof.

"Indenture" means the Trust Indenture dated as of _____ 1, 2006, by and from the City to the Trustee, as from time to time supplemented and amended.

"Investment Obligations" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Borrower is not the obligor:

(a) Governmental Obligations;

(b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;

(e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;

(f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, provided that (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to 100 percent of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens;

(g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and

(h) any other obligations agreed upon in writing by the Bank and the Borrower.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) hereof, and any extensions or amendments thereof.

"Note" means the promissory note of the Borrower made payable to the Trustee, delivered by the Borrower pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Borrower to repay the loan made hereunder.

"State" means the State of Illinois.

"Trustee" means the Trustee at that time serving as such under the Indenture.

The words *"hereof," "herein," "hereunder"* and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only, and shall not define or limit the provisions hereof.

ARTICLE II.

REPRESENTATIONS

Section 2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The City has issued the Bonds for the purpose of financing a portion of the costs of the Project.

(c) To the knowledge of the undersigned representatives of the City, neither the execution and delivery of the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions on the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement materially conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.2 Representations of the Borrower. The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the State, is authorized to conduct business and is in good standing in the State, is not in violation of any provision of its agreement or certificate of limited partnership, has the power to execute and deliver this Agreement, the Note and the Land Use Restriction Agreement, to enter into the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of the Note, this Agreement and the Land Use Restriction Agreement and the performance of its obligations hereunder and thereunder.

(b) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or which would affect its existence or authority to do business, the completion of the Project, the validity of any document to which it is a party or the performance of its obligations thereunder.

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note or the Land Use Restriction Agreement, do not and will not conflict with or constitute or result in a default under or violation of: (i) the Borrower's agreement or certificate of limited partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(d) The Borrower has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of this Agreement, the Note and the Land Use Restriction Agreement and the performance by the Borrower of its obligations hereunder and thereunder, and that are required for the operation of the Project Facilities.

(e) The Borrower has taken all necessary action required to make this Agreement, the Note and the Land Use Restriction Agreement the valid obligations of the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note and the Land Use Restriction Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land Use Restriction Agreement will not, to the knowledge of Borrower, conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(g) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of financing costs, exceeds $_____.

(i) At least 95 percent of the Bond proceeds will be used to finance on site or off site costs of the Project and such costs will have been incurred with respect to work performed or materials purchased after _____, 2006.

(j) At least 95 percent of the moneys set aside in the Acquisition and Construction Fund for the Project under the Indenture, constituting a portion of the proceeds from the sale of the Bonds, will be used to provide amounts paid or incurred on or after _____, 2006 chargeable to the Project's capital account, either with a proper election by the Borrower (for example, under Section 266 of the Code), or but for a proper election by the Borrower to deduct such amounts.

(k) At least 95 percent of the Project financed or reimbursed with the proceeds of the Bonds (determined separately on the basis of cost and square footage) constitutes "residential rental property" within the meaning of the Code.

(l) The average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project Facilities determined in accordance with Section 147(b) of the Code.

(m) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the loans to be funded by the City for the Borrower.

(n) Until payment in full of all of the Bonds and the Series A Bonds, unless the City shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) any pledge relating to syndication of the Project or any grants or loans provided through Chicago's Affordable Housing Program, (iii) any lien, including, without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company acceptable to the Trustee, (iv) any lien or obligations relating to the Letter of Credit or any Alternate Credit Facility, (v) any mortgage, lien or other encumbrance granted on or prior to the date of issuance of the Bonds to the City, the Illinois Housing Development Authority and/or the Federal Home Loan Bank or as security for loans or grants provided by any such entity to finance a portion of the Costs of the Project and (vi) such other pledges as may be approved in writing by the City.

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(p) The Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(q) If the Borrower becomes aware of any situation, event or condition which it believes would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

ARTICLE III.

ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS

Section 3.1 Acquisition, Construction and Equipping of the Project Facilities; Title. The Borrower agrees that it will acquire, construct and equip or complete the acquisition and equipping of, the Project Facilities; any plans and specifications for any construction, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), shall be made available to the City, the Trustee on written request.

Except as otherwise disclosed to the Trustee, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, construct, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2 Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of $_____ bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3 Disbursements from the Acquisition and Construction Fund. The City authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the moneys in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, 2006, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction and equipping of the Project.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds during the construction period of the Project (and thereafter with the approving opinion of Bond Counsel) or fees for credit enhancement arrangements applicable to the Bonds to the extent such fees constitute a reasonable charge for the transfer of credit risk.

(i) Payment of any other costs permitted by the Constitution and laws of the State.

All moneys remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in *Exhibit A* to the Indenture) signed by the Authorized Borrower Representative and approved in writing by the Bank.

Section 3.4 Establishment of Completion Date; Obligation of Borrower to Complete. The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Project Certificate delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City and the Trustee promptly after the Project shall have been completed.

Within 10 days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (provided that, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Borrower shall pay such excess out of

other funds) for the purpose of cancellation, (c) subject to written consent of the Bank, to repay the City for costs of the Project paid with the proceeds of the Affordable Housing Loan, or (d) subject to the written consent of the Bank, to pay any additional Costs of the Project not provided for by the retention described in the first sentence of this paragraph, provided, in the case of clauses (c) and (d), that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the moneys in the Acquisition and Construction Fund available for payment of the Cost of the Project are not sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Fund. The City does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City or from the Trustee, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5 Investment of Moneys. Any moneys held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any moneys held as a part of the Bond Fund (including any moneys held for the payment of a particular Bond) shall be invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said moneys be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any moneys held as part of the Bond Purchase Fund shall not be invested.

ARTICLE IV.

REPAYMENT PROVISIONS

Section 4.1 Bond Proceeds. The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 hereof.

Section 4.2 Repayment of the Loan and Payment of Other Amounts Payable. (a) As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its Note to the Trustee in the principal amount of $_____. The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on _____, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as Exhibit A attached hereto and made a part hereof. The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to

maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term *"Excess Amount"* as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Borrower also agrees to pay to the City, its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(c) The Borrower also agrees to pay to the Bond Registrar, the Tender Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, and (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Placement Agent, the Bond Registrar and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(d) The Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent.

(f) If the Borrower is in default under any provision of this Agreement or the Land Use Restriction Agreement, after giving effect to applicable notice and cure provisions the Borrower also agrees to pay to the City and the Trustee all fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(g) Upon the written demand of the Trustee, the Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United States of America pursuant to the Tax Agreement, to the extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the general partner of the Borrower shall pay such amounts. The obligation of the general partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made by such general partner against the revenues and assets of the Project Facilities. The general partner's obligation to make such payments in its personal capacity shall be evidenced by the general partner's execution and acceptance of this Agreement.

(h) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds if and when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsections (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3 No Defense or Set-off; Unconditional Obligation. The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Note and the Bonds shall have been fully

paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4 Assignment and Pledge of Issuer's Rights. As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Trustee.

ARTICLE V.

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 Issuer's and Trustee's Right of Access to the Project. The Borrower agrees that during the term of this Agreement the City and the Trustee and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2 Release and Indemnification Covenants. (a) The Borrower shall indemnify and hold the City (including any official, agent, officer, director or employee thereof and counsel to the City) harmless against any and all claims asserted by or on behalf of any person, firm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the financing, design, construction, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land Use Restriction Agreement, any other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, firm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, (iv) any act, failure to act or unintentional misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or proceeding is brought against the City by reason of any such claim, such action or proceeding shall be defended against by counsel as the City shall determine, and the Borrower shall

indemnify the City for costs of such counsel. The Borrower upon notice from the City shall defend such an action or proceeding on behalf of the City. The Borrower shall also indemnify the City from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of the City, or any official, officers, employees, agents or representatives of the City acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, any person who "controls" the Bond Registrar or the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Placement Agent, the Remarketing Agent, the Bond Registrar or the Trustee (collectively called the *"Indemnified Parties"*) harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Indemnified Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settlement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties.

(c) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, title and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnification, as well as the reasonable costs and expenses of defending against any claim of liability.

Section 5.3 Records of Borrower. The City and the Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4 Tax-Exempt Status. (a) Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not (1) requisition or otherwise allow any payment out of proceeds of the Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed 15 percent of the portion of the cost of acquiring the building (including such equipment) financed with the proceeds of the Bonds, (ii) if as a result of such payment, 25 percent or more of the proceeds of the Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than 95 percent of the net proceeds of the Bonds expended at the time of such requisition would be considered as having been used for costs of the acquisition, construction, reconstruction or improvement of residential rental property within the meaning of the Code, or (iv) if such payment is used to pay issuance costs (including attorneys' fees and placement fees) in excess of an amount equal to two percent of the principal amount of the Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Borrower shall not permit (i) the proceeds of the Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of such proceeds is used for the acquisition of land (or an interest therein) to be used for farming purposes or (ii) any of the proceeds of the Bonds to be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 5.5 Taxes and Governmental Charges. The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful taxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6 Maintenance and Repair; Insurance. The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7 Letter of Credit. (a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds in the form of Appendix B to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____ unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for 35 days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the 15th day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) Subject to the provisions of Section 2.09 of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, 35 days, and if the Bonds are then in the Fixed Rate Period, 185 days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions

reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the 15th day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Bank as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in subsection (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least 15 Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the 35th day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank

that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8 Environmental Laws. The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9 Annual Certificate. The Borrower will furnish to the City and to the Trustee within 120 days after the close of the Borrower's fiscal year, a certificate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Land Use Restriction Agreement and the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the Land Use Restriction Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land Use Restriction Agreement.

Section 5.10 Borrower to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted. The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as an Illinois limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11 Continuing Disclosure Undertaking. If the Bonds become subject to the continuing disclosure requirements of Rule 15c2-12 (the *"Rule"*) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower shall comply with all applicable requirements of the Rule, including the execution of a continuing disclosure undertaking required by the Rule.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay any amounts required to be paid as principal, premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the Trustee or the Bank. If a default other than as described in subsection (a) above is not reasonably capable of being cured within 30 days, then the City and the Trustee shall agree in writing to an extension of such time for such period as they determine reasonable prior to expiration provided that the Borrower is diligently pursuing a cure; or

(c) the dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within 90 days after the filing thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within 90 days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certificate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect; or

(e) an *"Event of Default"* shall occur and be continuing under the Indenture.

Section 6.2 Remedies on Default. Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds have been declared to be due and payable under the Indenture, and upon such

declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3 Agreement to Pay Attorney's Fees and Expenses. If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements contained herein.

Section 6.5 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

PREPAYMENT OF NOTE

Section 7.1 Obligation to Prepay the Note. Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and not in part, on any date within 60 days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be 100 percent of the then outstanding principal amount of the Bonds (or 103 percent of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

Section 7.2 General Option to Prepay the Note. The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3 Redemption of the Bonds. To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be not less than 35 days from the date the notice is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank to such redemption required by Section 7.19(c) of the initial Reimbursement Agreement or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions

of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1 Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City: City of Chicago

Chicago, Illinois _____
Attention: Commissioner, Department of Housing

With copies to: City of Chicago
Office of the Corporation Counsel
City Hall – Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

City of Chicago
Office of the Comptroller
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to the Borrower: _____

Attention: _____

with a copy to:

If to the Trustee:

If to the Bank: _____

If to the Remarketing
Agent:

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 8.2 Assignments. This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of title to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3 Severability. If any provision of this Agreement 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 whatsoever.

Section 8.4 Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5 Amounts Remaining in Any Fund or With Trustee. It is agreed by the parties hereto that after payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges and expenses), (c) all other amounts required to be paid under this Agreement, the Note and the Indenture and

(d) any amounts due to the City pursuant to the Affordable Housing Loan and, thereafter, any other amounts due to the City, including, but not limited to, all taxes, water bills and parking tickets owed to the City, any amounts remaining in any fund or account maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; [provided that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement] (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement and except to the extent any other obligations are disputed in good faith), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated except in the manner provided in the Indenture.

Section 8.7 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8 Authorized Borrower Representative. Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9 Terms of This Agreement. This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Placement Agent and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certifications

and covenants by the Borrower as to the indemnification of various parties as described in Section 5.2 hereof, the payment of fees and expenses of the City as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement.

Section 8.10 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof.

Section 8.11 References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

Section 8.12 Limited Liability of City. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13 Rights Under the Indenture. With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of Section 9.12 of the Indenture, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 8.14 Limited Liability of Borrower. Except as provided in this Section, neither the Borrower nor its partners are personally liable for payments on the Note. The obligations of the Borrower contained in this Agreement and in the Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit. Any judgement rendered against the Borrower for damages at law under this Agreement or the Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided herein, no deficiency or other personal

judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Agreement or the Note, or any judgment, order or decree rendered pursuant to any such action or proceedings; provided that the limitations of this Section shall not apply to equitable remedies ordered or decreed to enforce the non-monetary covenants and agreements of this Agreement.

IN WITNESS WHEREOF, the City of Chicago and _____ have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written

CITY OF CHICAGO

By _____
City Comptroller

_____
an Illinois limited partnership

By:_____,
an Illinois limited liability company
and its sole general partner

By:_____
an Illinois corporation
and its managing member

By_____
Its President

(Sub)Exhibit "A" referred to in this Loan Agreement reads as follows:

(Sub)Exhibit "A".
(To Loan Agreement)

Promissory Note.

FOR VALUE RECEIVED, intending to be legally bound hereby, _____, an Illinois limited partnership (the *"Borrower"*), hereby promises to pay to _____, Chicago, Illinois, or its successors and assigns (the *"Trustee"*), in lawful money of the United States of America in federal or other immediately available funds, the principal amount of $_____ due on _____, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from time to time borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of 360 days of 12 30-day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on _____, on the first Business Day (as defined in the Indenture hereinafter referred to) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the earlier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid, and during said Fixed Rate Period on the first day of the April or October immediately following the commencement of said Fixed Rate Period and on the first day of each April and October thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate borne by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of _____ 1, 2006, by and between the City of Chicago (the *"City"*) and the Borrower (the *"Agreement"*), and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (_____ Project) Series 2006B in the aggregate principal amount of $_____ (the *"Bonds"*), issued pursuant to the Trust Indenture dated as of _____ 1, 2006, from the City to the Trustee.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or acceleration), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term *"Excess Amount"* as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the conditions of the Agreement. The obligations of the Borrower to make the payments required hereunder are absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee, or out of any indebtedness or liability at any time owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon.

Except as provided in this paragraph, neither the Borrower nor its partners are personally liable for payments under this Note. The obligations of the Borrower contained in this Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities (as defined in the Agreement) and from the payments made by the Bank (as defined in the Agreement) to the Trustee on behalf of the Borrower under the Letter of Credit (as defined in the Agreement). Any judgment rendered against the Borrower for damages at law under this Note shall be limited to the Borrower's interest in and the revenues derived from the

Project Facilities, and except as otherwise expressly provided in the Agreement; no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Note, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Promissory Note as of the 1st day of _____, 2006.

_____
an Illinois limited partnership

By: _____
an Illinois limited liability company
and its sole general partner;

By: _____
an Illinois corporation
and its managing member;

By_____
Its President

Exhibit "E".
(To Ordinance)

City Of Chicago

And

_____,
As Trustee

And

_____,
An Illinois Limited Partnership, As Owner

Land-Use Restriction Agreement

Dated As Of _____ 1, 200__.

THIS LAND USE RESTRICTION AGREEMENT (this "Agreement"), entered into as of _____, by and among the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), _____, a national banking association under the laws of the United States of America, as trustee (the "Trustee") under a Trust Indenture, dated as of _____ 1, 200_ (the "Indenture"), from the Issuer to the Trustee, and _____, an Illinois limited partnership (the "Owner"),

WITNESSETH:

WHEREAS, the Issuer is issuing its _____ (the "Bonds"), for the purpose of providing financing to the Owner pursuant to a Loan Agreement, dated as of _____ 1, 200_ (the "Loan Agreement"), among the Issuer, the Owner and the Trustee, to pay a portion of the costs of financing the acquisition, construction and equipping, on the real property described on Exhibit A attached hereto, of a low and moderate income residential facility located at _____, all within the City of Chicago, Illinois (the "Project");

WHEREAS, in order to assure the Issuer and the owners of the Bonds that interest on the Bonds 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 valuable consideration, the Owner, the Issuer and the Trustee agree as follows:

Section 1. Term of Restrictions. (a) Occupancy Restrictions: The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the later of the first day on which at least ten percent (10%) of the units in the Project are first occupied or the issue date of the Bonds, and shall end on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (ii) the first date on which no tax-exempt bond (including any refunding bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred to as the "Qualified Project Period").

(b) Rental Restrictions: The Rental Restrictions set forth in Section 4 hereof shall remain in effect during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) Involuntary Loss or Substantial Destruction: The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of delivery of the Bonds, which prevents the Issuer and the Trustee from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (acceptable to the Issuer and the Trustee) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion from the gross income of the owners thereof for purposes of federal income taxation of the interest on the Bonds; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) Termination: This Agreement shall terminate upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer, the Trustee and the Owner of an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) to the

effect that continued compliance with the Rental Restrictions and Occupancy Restrictions is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) Certification: Upon termination of this Agreement, in whole or in part, the Owner and the Issuer shall execute, and the Trustee shall acknowledge, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated, and the portion of the Project to which such termination relates.

Section 2. Project Restrictions. The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code, the Treasury Regulations thereunder (the "Regulations") and Internal Revenue Service rulings, procedures and pronouncements applicable to this Agreement (including, without limitation, Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and IRS Revenue Procedure 2004-39, 2004-29 IRB 49) with its counsel and understands said provisions.

(b) The Project is being constructed, acquired and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least 95% of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). Each such building or structure (or several proximate buildings or structures comprising the Project) shall contain five (5) or more similarly constructed units.

(d) None of the residential units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at the Project, within the meaning of Revenue Ruling 98-47, 1998-2 CB 399, or any successor thereto.

(f) All of the residential units in the Project will be leased, rented, or available for lease or rental on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in the Project shall be required to execute a written Lease Agreement with a stated term of not less than thirty (30) days nor more than one (1) year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are financed by the Bonds and 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 on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking (including a refrigerator, sink, oven and range top) and sanitation for a single person or family.

(i) No portion of the Project will be used to provide any health club facility, any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions. The Owner represents, warrants and covenants that:

(a) Pursuant to the election of the Issuer and the Owner in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the Qualified Project Period at least forty percent (40%) of the Available Units (as defined in Section 3(b)) 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, subject to Section 3(f) hereof, individuals or families whose aggregate adjusted incomes do not exceed sixty percent (60%) of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination).

(b) For purposes of this Agreement, "Available Units" means residential units in the Project that are actually occupied and residential units in the Project that are unoccupied

and have been leased at least once after becoming available for occupancy, provided that a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after the renovations are completed.

(c) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as Exhibit B (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(d) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver to the Owner the Income Certification attached hereto as Exhibit B.

(e) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied. Upon such unit being reoccupied, the Owner shall have thirty-one (31) days from such date to determine whether such unit is being occupied by a Qualifying Tenant.

(f) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit; provided that the income of such individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination; and provided, further, that if any individual's or family's income as of the most recent income determination exceeds one hundred and forty percent (140%) of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(g) For purposes of satisfying the requirement that 40% of the Available Units be occupied by Qualifying Tenants, the following principles shall apply: (i) upon the later of the first day on which at least 10% of all of the residential units in the Project are occupied or the issue date of the Bonds, 40% of the Available Units must be occupied by Qualifying Tenants; and (ii) after 10% of the residential units in the Project are occupied, Qualifying Tenants must occupy Available Units in the Project in the number set forth in Exhibit D hereto, and the Qualifying Tenants' occupancies must predate the non-Qualifying Tenants' occupancies.

(h) The lease agreement to be utilized by the Owner in renting any residential units in the Project to a prospective Qualifying Tenant shall provide for termination of the lease agreement and consent by such person to eviction following thirty (30) days' notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(i) All Income Certifications will be maintained on file at the Project (or at an off-site storage location) so long as any Bonds are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer, and, at the written request of the Trustee, the Trustee.

(j) On the first day of the Qualified Project Period, on the fifteenth day of January, April, July and October of each year during the Qualified Project Period, and within thirty (30) days after the final day of each month in which there occurs any change in the occupancy of a residential unit in the Project, the Owner will submit to the Issuer and the Trustee the "Certificate of Continuing Program Compliance," in the form attached hereto as Exhibit C, executed by the Owner.

(k) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code. The Owner shall submit a copy of each such annual certification to the Issuer and the Trustee.

Section 4. Rental Restrictions. The Owner represents, warrants and covenants that once available for occupancy, each residential 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 a resident manager or maintenance personnel and (b) units for Qualifying Tenants as provided for in Section 3 hereof).

Section 5. Transfer Restrictions. The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to the Project (a "Transfer"), shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the Issuer and the Trustee, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the Issuer and the Trustee at least thirty (30) days prior to a proposed Transfer.

Section 6. Enforcement. (a) The Owner shall, upon at least 48 hours prior written notice and during regular business hours, permit all duly authorized representatives of the Issuer and the Trustee to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(j) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer or the Trustee which the Issuer or the Trustee 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, the Trustee and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the Issuer and the Owner covenant to take any lawful action within their control and the Trustee each covenant to take any lawful action it is directed to take by the Owner, the Issuer or nationally recognized bond counsel (including amendment of this Agreement as may be necessary, in the opinion of nationally recognized bond counsel acceptable to the Issuer and the Trustee) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer and the Trustee by written notice of any violation of its obligations hereunder within five (5) days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by either the Issuer or the Trustee, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Owner, or (ii) sixty (60) days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (B) such longer period as is specified in an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) as will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer or the Trustee shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer or the Trustee shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner, the Issuer and the Trustee each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income

taxation, and that the Issuer or the Trustee, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the Issuer and the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer or the Trustee from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 7. Covenants to Run With the Land. The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The Issuer, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer or the Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Concerning the Trustee.

(a) The Trustee is executing and delivering this Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake only those duties and responsibilities specifically set forth with respect to the Trustee. With respect to matters set forth in the remaining Sections of this Agreement, the Trustee has not made any investigation, does not make any representation and does not undertake any duties or responsibilities. No implied duties or responsibilities may be read into this Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the Indenture.

(b) In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Trustee shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default or noncompliance, may assume compliance by the Owner with this Agreement unless otherwise specifically notified in writing.

(c) The permissive right of the Trustee to take actions permitted by this Agreement shall not be construed as an obligation or duty to do so.

(d) The Trustee shall not be under any duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall not be under any other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the Issuer.

(e) The Trustee has the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

Section 10. No Conflict With Other Documents. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation. Any terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture, the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment. This Agreement may be amended by the parties hereto to, among other things, reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings or procedures promulgated thereunder, or in the interpretation thereof, subject to an opinion of nationally recognized bond counsel that such amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation.

Section 13. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first

presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to the Issuer: City of Chicago
Department of Housing
33 North LaSalle Street
Suite 1100
Attention: Commissioner, Department of Housing

With a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Trustee:

If to the Owner:

With copies to:

Section 15. Conflict with Mortgage and HUD Regulations; Supremacy of Mortgage and HUD.

(a) Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance (and Section 8, if applicable) regulations and related administrative requirements, and the Mortgage Loan Documents, and all applicable GNMA regulations and related administrative requirements; and in the event of any conflict between the provisions of this Agreement and the provisions of the National Housing Act, any applicable HUD (and Section 8, if applicable) regulations, related HUD administrative requirements and the Mortgage

Loan Documents, and any applicable GNMA regulations and related GNMA requirements, the said National Housing Act, HUD (and Section 8, if applicable) regulations, related administrative requirements and Mortgage Loan Documents, and the said GNMA regulations and related requirements shall be controlling in all respects; provided, however, that the provisions of this Agreement necessary to comply with the Code shall continue to be controlling at all times.

(b) The failure on the part of the Owner to comply with the provisions of this Agreement cannot be and will not be deemed to be the basis for a default under the Mortgage Loan Documents.

(c) Enforcement of the provisions of this Agreement shall not result in any claim against the Project, the proceeds of the Mortgage Loan, any reserve or deposit made with the GNMA Issuer or another Person required by HUD in connection with the Mortgage Loan, or the rents or other income from the Project other than available "Surplus Cash" (as such term is defined in the HUD Regulatory Agreement).

(d) The Owner shall not be deemed to be in violation of this Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by HUD pursuant to the National Housing Act, applicable HUD (and Section 8, if applicable) insurance regulations, related administrative requirements, the Mortgage Loan Documents, applicable GNMA regulations and related GNMA requirements.

(e) This Agreement and the restrictions hereunder are subject and subordinate to the lien and security interest granted by the Mortgage. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, this Agreement and the restrictions hereunder shall automatically and immediately terminate (except to the extent any provisions herein are necessary to comply with the Code) and shall thereafter be of no further force and effect.

(f) Any funds held by the GNMA Issuer for or on behalf of the Owner under the contract of mortgage insurance with FHA shall be maintained separate and apart from the funds established and held by the Trustee for the owners of the Bonds and the various escrows and funds, if any, under the Indenture.

(g) This Agreement may not be amended without the prior written approval of HUD.

(h) The provisions of this Agreement shall inure to the benefit of HUD, its successors and assigns.

(i) In consideration of HUD's agreeing to insure the Mortgage Loan, and in reliance by HUD upon the promises of the Owner, the Trustee and the Issuer to comply with this Agreement, HUD has reserved the right to require the Issuer and the Trustee to remove or void the restrictions found in this Agreement (to the extent and only to the extent that these restrictions exceed those required by the Code) upon a determination by HUD that the

restrictions are threatening the financial viability of the Project (*i.e.*, impairing the Owner's ability to sustain a level of income sufficient to meet all financial obligations of the Project (as defined in this Agreement and the Mortgage Loan Documents)), including the debt service costs, HUD-required escrows and operation expenses with respect to the Project. In the absence of the Issuer's and the Trustee's compliance with HUD's request that it remove or void restrictions, the Issuer and the Trustee expressly recognize the power of HUD to take the appropriate action to unilaterally remove or void these restrictions, and agrees that HUD shall not have to look any further than this Agreement for the power to remove or void said restrictions.

Section 16. Limited Recourse. Notwithstanding any provisions of this Agreement to the contrary, enforcement of the provisions of this Agreement shall not result in any claim against the Project, Mortgage Loan or Mortgage Loan proceeds, any reserve or deposit required by the GNMA Issuer, HUD or GNMA in connection with the Mortgage Loan, or the rents or other income from the Project (except to the extent of Surplus Cash available for distribution to the Owner). Notwithstanding any other provision of this Agreement, any monetary obligation created under this Agreement shall not be enforceable personally against the Owner or any partner of the Owner, their successors and assigns, or against the assets of the Owner, its successors or assigns.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

[SEAL]

Attest:

By: _____
City Clerk

Attest:

By: _____
Its: _____

CITY OF CHICAGO,
as Issuer

By: _____

_____,
an Illinois limited partnership

By: _____,
an Illinois limited liability company
and its General Partner

By: _____,
an Illinois limited liability company
and its Manager

By: _____
Its: Manager

_____,
as Trustee

By: _____
Its: _____

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, _____ and City Clerk, respectively, of the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 200_.

_____
Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

_____

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared _____, of _____ (the "Owner"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an authorized representative of said Owner and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Owner.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 200_.

_____
Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

_____

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared _____, of _____, a national banking association (the "Trustee"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of said Trustee and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Trustee.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 200_.

_____
Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

_____

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "C" and "D" referred to in this Land-Use Restriction Agreement read as follows:

(Sub)Exhibit "B".
(To Land-Use Restriction Agreement)

Income Computation And Certification[1].

NOTE TO APARTMENT OWNER: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of _____, among _____ (the "Owner"), the City of Chicago and _____, as Trustee.

Re: _____
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
	HEAD			
	SPOUSE			

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (*i.e.*, _____) is $_____.

Included in the total anticipated income listed above are:

---

[1] The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, 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 and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi

(n) earnings in excess of $480 for each full-time student, 18 years or 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 security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developme disabled family member living at home to offset the cost of services and equi needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in HUD homeownership programs, and interests in Indian trust land)? _____ Yes _____ No.

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? _____ Yes _____ No.

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than $5,000? _____Yes _____ No.

(C) If the answer to (B) above is yes, state:

(i) the total value of all such assets: $ _____,

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: $ _____, and

(iii) the amount of such income, if any, that was included in Item 6 above: $ _____.

8. Full-Time Students. (a) Are all of the individuals who propose to reside in the unit full-time students? _____Yes _____ No.

A full-time student is an individual who during each of 5 calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least 2 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 of the rental housing project in which the unit is located (hereinafter 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 bonds 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 bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the 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 17 years listed in number 2 above required.]

SUBSCRIBED AND SWORN to before
me this _____ day of _____, ____

(NOTARY SEAL)

Notary Public in and for the State of _____

My Commission Expires: _____

FOR COMPLETION BY APARTMENT OWNER ONLY:

1. Calculation of eligible income:

a. Enter amount entered for entire household in 6 above: $_____

b. (1) if the amount entered in 7(C)(i) above is greater than $5,000, enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____);

(2) multiply the amount entered in 7(C)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings ($), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____); and

(3) enter at right the greater of the amount calculated under (1) or (2) above: $_____

c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(3)):

2. The amount entered in 1.c is:

_____ Less than 50% of Median Gross Income for Area.[2]

_____ More than 50% of Median Gross Income for the Area.[3]

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: $_____

4. The last tenants of this apartment unit for a period of at least 30 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 50% of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

_____
Owner or Manager

---

[2] "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 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

[3] See footnote 2.

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in 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 _____, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the City of Chicago.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

(Sub)Exhibit "C".
(To Land-Use Restriction Agreement)

Certificate Of Continuing Program Compliance.

The undersigned, a _____ of _____, 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 _____1, 200__, among the Owner, the City of Chicago, and _____, as Trustee (the "Land-Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this certificate the following number of Available Units (as defined in Section 3(b) of the Land-Use Restriction Agreement) in the Project (i) are occupied by Qualifying Tenants (as defined in Section 3(a) of the Land-Use Restriction Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days:

Occupied by Qualifying Tenants[1]: _____ Number of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days) _____ Number of Units

3. The total number of Available Units in the Project is _____.

---

(1) A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

4. No default has occurred and is subsisting under the Land-Use Restriction Agreement.

_____,
an Illinois limited partnership

By: _____,
an Illinois limited liability company
and its General Partner

By: _____,
an Illinois limited liability company
and its Manager

By: _____

_____

(Sub)Exhibit "D".
(To Land-Use Restriction Agreement)

Ratable Rent-Up Schedule.

Total Available Units	Units Occupied By Qualifying Tenants
1 -- 5	2
6 -- 10	4
11 -- 15	6
16 -- 20	8
21 -- 25	10

Total Available Units	Units Occupied By Qualifying Tenants
26 -- 30	12
31 -- 35	14
36 -- 40	16
41 -- 45	18
46 -- 50	20
51 -- 55	22
56 -- 60	24
61 -- 65	26
66 -- 70	28
71 -- 75	30
76 -- 80	32
81 -- 85	34
86 -- 90	36
91 -- 95	38
96 -- 100	40
101 -- 105	42
106 -- 110	44
111 -- 115	46
116 -- 120	48
121 -- 125	50
126 -- 130	52

Total Available Units	Units Occupied By Qualifying Tenants
131 -- 135	54
136 -- 140	56
141 -- 145	58
146 -- 150	60
151 -- 155	62
156 -- 160	64
161 -- 165	66
166 -- 170	68
171 -- 175	70
176 -- 180	72
181 -- 185	74
186 -- 190	76
191 -- 195	78
196 -- 200	80
201 -- 205	82
206 -- 210	84
211 -- 215	86
216 -- 220	88
221 -- 225	90
226 -- 230	92
231 -- 235	94

Total Available Units	Units Occupied By Qualifying Tenants
236 -- 240	96
241 -- 245	98
246 -- 250	100
251 -- 255	102
256 -- 260	104

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF *MARCELIA BRADFOR V. PATRICK O'BRIEN, SUSAN L. SUSSMAN, THE OFFICE OF THE COOK COUNTY STATE'S ATTORNEY, COOK COUNTY, THOMAS LAHM, JOHN MC HUGH, JAMES MERCUIO, DAVID NOWAK, JAMES MAURER, HARRY DROCHNER, AND CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a Settlement Order for the following case: *Marcelia Bradfor v. Patrick O'Brien, Susan L. Sussman, The Office of the Cook County State's Attorney, Cook County, Thomas Lahm, John McHugh, James Mercuio, David Nowak, James Maurer, Harry Drochner, and the City of Chicago,* 03 C 7175, in the amount of $900,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Marcelia Bradford v. Patrick O'Brien, Susan L. Sussman, The Office of the Cook County State's Attorney, Cook County, Thomas Lahm, John McHugh, James Mercuio, David Nowak, James Maurer, Harry Drochner, and the City of Chicago,* cited as 03 C 7175, in the amount of $900,000.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF *CORETHIAN DION BELL V. CHICAGO POLICE DETECTIVE M. CUMMINGS (STAR NUMBER 21101); CHICAGO POLICE DETECTIVE PATRICK DURKIN (STAR NUMBER 21099); CHICAGO POLICE DETECTIVE T. DOWNES (STAR NUMBER 20639); CHICAGO POLICE OFFICER R. LOMBARD (STAR NUMBER 60032); AND THE CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Corethian Dion Bell v. Chicago Police Detective M. Cummings (Star Number 21101); Chicago Police Detective Patrick Durkin (Star Number 21099); Chicago Police Detective T. Downes (Star Number 20639); Chicago Police Officer R. Lombard (Star Number 60032); and the City of Chicago,* 02 L 8857, in the amount of $1,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Corethian Dion Bell v. Chicago Police Detective M. Cummings (Star Number 21101); Chicago Police*

Detective Patrick Durkin (Star Number 21099); Chicago Police Detective T. Downes (Star Number 20639); Chicago Police Officer R. Lombard (Star Number 60032); and the City of Chicago, cited as 02 L 8857, in the amount of $1,000,000.

DESIGNATION OF HOME DEPOT, U.S.A., INC. AS PROJECT DEVELOPER, AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND ISSUANCE OF CITY NOTE FOR CONSTRUCTION OF RETAIL FACILITY IN BLOCK BOUNDED BY WEST ROOSEVELT ROAD, SOUTH CLINTON STREET, WEST MAXWELL STREET AND SOUTH JEFFERSON STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Home Depot U.S.A., Inc., amount of note not to exceed $5,400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on August 30, 2000 and published at pages 39298 through 39385 of the *Journal of the Proceedings of the City Council of the* City *of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Redevelopment Plan") for the Jefferson/Roosevelt T.I.F. Redevelopment Project Area (the "Redevelopment Area") was approved under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (2000 State Bar Edition), as amended (the "Act"); and

WHEREAS, Under an ordinance adopted by the City Council on August 30, 2000 and published at pages 39385 through 39395 of the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area under the Act; and

WHEREAS, Under an ordinance (the "T.I.F. Ordinance") adopted by the City Council on August 30, 2000 and published at pages 39395 through 39405 of the *Journal* of such date, tax increment allocation financing was adopted under the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred under the Redevelopment Plan; and

WHEREAS, Home Depot, U.S.A., Inc., a Delaware corporation ("Developer"), presently owns certain property located in the City block bounded by Roosevelt Road on the north, Clinton Street on the east, Maxwell Street on the south and Jefferson Street on the west (the "Property"), and plans to redevelop the Property by constructing an approximately one hundred seven thousand one hundred twenty-two (107,122) square foot building for home-improvement retail use, an adjacent, approximately twenty-five thousand five hundred thirty-one (25,531) square foot outdoor garden center, and a rooftop parking deck for approximately four hundred twelve (412) cars, with such redevelopment work being collectively defined as the "Project"; and

WHEREAS, Developer has proposed to undertake the Project in accordance with the Redevelopment Plan and under the terms and conditions of a proposed redevelopment agreement to be executed by Developer and the City, to be financed in part by the issuance of a Note (as defined below); and

WHEREAS, Under Resolution 04-CDC-22 adopted by the Community Development Commission of the City of Chicago (the "Commission") on March 9, 2004, the Commission recommended that Developer be designated as the developer for the Project and authorized the City's Department of Planning and Development ("D.P.D.") to negotiate, execute and deliver a redevelopment agreement with Developer for the Project; and

WHEREAS, In consideration of redevelopment project costs for the Project incurred or to be incurred by or on behalf of Developer, the City agrees to issue, and Developer agrees to acquire, according to certain terms and conditions, the Note (as defined below) as a tax increment revenue obligation; and

WHEREAS, The City will receive no cash proceeds in exchange for the Note (as defined below) to be issued under this ordinance; 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. Developer is hereby designated as the developer for the Project under Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Home Depot South Loop Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Home Depot South Loop Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Home Depot South Loop Redevelopment Agreement and supporting documents.

SECTION 4. The City Council hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate amount not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an aggregate amount not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000) for the payment of a portion of the eligible costs included within the Project and the

note of the City shall be issued up to said amount and shall be designated: "Tax Increment Allocation Revenue Note (Home Depot, U.S.A., Inc. South Loop Redevelopment Project), Taxable Series A". Registered Note Number R-1 ("Note") shall be for a principal amount not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000). The 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 Note shall bear interest at the rate not to exceed seven percent (7.0%) per annum computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The principal of and interest on the Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the person in whose name the Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the 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.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the 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 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 Note, and showing the date of authentication. The 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 Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration of the Note as provided in this Ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed and the registrar of the City for the Note. The Registrar shall maintain a list of the names and addresses of the registered owner of the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for transfer of the Note 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; and (iii) the written consent of the City evidenced by the signature of the Commissioner (or his or her designee) on the instrument of transfer, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees, a new fully registered Note of the same maturity, or authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby by authorized to authenticate, date and deliver the Note; provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice for redemption of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The person or entity in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to 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 Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the 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 Note.

SECTION 7. The Note shall be prepared in substantially the form attached hereto as Exhibit B.

SECTION 8. Under the Home Depot South Loop Redevelopment Agreement, Developer has agreed to perform construction and redevelopment work on the Property necessary for the Project. The eligible costs of such construction and redevelopment up to the amount not to exceed Five Million Four Hundred Thousand Dollars ($5,400,000) shall be deemed to be a disbursement of the proceeds of the Note, and the outstanding principal amount of the Note shall be increased by the amount of such advance. The principal amount outstanding of the Note shall be the amount of principal indicated in such Note on its date of issuance, or the sum of advances made under a form of certificate of expenditure (the "Certificate of Expenditure") executed by the Commissioner (or his or her designee) and

authenticated by the Registrar, in accordance with the Home Depot South Loop Redevelopment Agreement, minus any principal amount paid on such Note and other reductions in principal as provided in the Home Depot South Loop Redevelopment Agreement. A Certificate of Expenditure shall not be valid or obligatory under this ordinance unless or until authenticated by the Registrar by manual signature. The City shall not execute Certificates of Expenditure that total in excess of Five Million Four Hundred Thousand Dollars ($5,400,000). Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate of Expenditure to the Registered Owner and retain a copy with the Register. The Certificate of Expenditure for the Note shall be in substantially the form attached hereto as Exhibit C.

SECTION 9. The principal of the Note shall be subject to prepayment and redemption at any time, without penalty, as provided in the form of Note attached herein. As directed by the Commissioner, the Registrar shall proceed with redemption without further notice or direction from the City.

SECTION 10. The Registrar shall note on the payment schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any redemption, and the amount of any reduction in principal under the Home Depot South Loop Redevelopment Agreement.

SECTION 11. The Note hereby authorized shall be executed and delivered to the Developer as provided in the Home Depot South Loop Redevelopment Agreement.

SECTION 12. (a) Special Tax Allocation Fund. Under the T.I.F. Ordinance, the City has created a special fund, designated as the Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund (the "Jefferson/Roosevelt T.I.F. Fund").

The Treasurer of the City is hereby directed to maintain the Jefferson/Roosevelt T.I.F. Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank which is insured by the Federal Deposit Insurance Corporation or its successor. Under the T.I.F. Ordinance, all incremental ad valorem taxes received by the City for the Redevelopment Area are to be deposited into the Jefferson/Roosevelt T.I.F. Fund.

(b) Home Depot South Loop Developer Account. There is hereby created within the Jefferson/Roosevelt T.I.F. Fund a special account to be known as the "Home Depot South Loop Developer Account". The City shall promptly designate and deposit into the Home Depot South Loop Developer Account the incremental taxes defined as the "Available Incremental Taxes" in the Home Depot South Loop Redevelopment Agreement which have been deposited into the Jefferson/Roosevelt T.I.F. Fund after the execution and delivery of the Home Depot South Loop Redevelopment Agreement.

(c) Pledge Of Home Depot South Loop Developer Account. The City hereby assigns, pledges and dedicates the Home Depot South Loop Developer Account, together with all amounts on deposit in the Home Depot South Loop Developer Account: (i) to the payment of the Note, subject to the provisions and limitations of the Home Depot South Loop Redevelopment Agreement. Any monies on deposit in the Home Depot South Developer Account that are forfeited under the terms of the Home Depot South Loop Redevelopment Agreement shall be transferred and deposited in the Jefferson/Roosevelt T.I.F. Fund. Upon deposit, the monies on deposit in the Home Depot South Loop Developer Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Jefferson/Roosevelt T.I.F. Fund. All monies on deposit in the Home Depot South Loop Developer Account shall be used to pay the principal of and interest on the Note, at maturity or upon payment or redemption prior to maturity, each in accordance with its terms, which payments from the Home Depot South Loop Developer Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note in accordance with its respective terms, the amounts on deposit in the Home Depot South Loop Developer Account shall be deposited in the Jefferson/Roosevelt T.I.F. Fund of the City and the Home Depot South Loop Developer Account shall be closed.

SECTION 13. The Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Home Depot South Loop Developer Account (or such other funds in the Jefferson/Roosevelt T.I.F. Fund as the City, in its sole discretion may determine) and shall be a valid claim of the registered owners thereof only against said sources. The 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 the 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 Note.

SECTION 14. Monies on deposit in the Home Depot South Loop Developer Account 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 Note.

SECTION 15. The provisions of this ordinance shall constitute a contract between the City and the registered owner(s) of the Note. All covenants relating to the Note are enforceable by the registered owner(s) of the Note.

SECTION 16. The Mayor, the Comptroller, the City 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 17. 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 18. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 19. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

Home Depot South Loop Project

Tax Increment Allocation Redevelopment Act

Jefferson/Roosevelt
Redevelopment Project Area

Home Depot U.S.A., Inc.
Redevelopment Agreement

Dated As Of _____, 2006

By And Between

The City of Chicago

And

Home Depot U.S.A., Inc.,
A Delaware Corporation.

This Home Depot U.S.A., Inc. redevelopment agreement (the "Agreement") is made as of this _____ day _____, 2006, by and between the City of Chicago, an

Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Home Depot U.S.A., Inc., a Delaware 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 and create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (2004 State Bar Edition), as amended from time-to-time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority. To induce redevelopment under the provisions of the Act, the City Council of the City (the "City Council") adopted the following ordinances on August 30, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Jefferson/Roosevelt Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Jefferson/Roosevelt Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Jefferson/Roosevelt Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"). Collectively the three (3) ordinances are defined as the T.I.F. Ordinances". The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A.

D. The Project. Developer presently owns certain property located in the City block bounded by Roosevelt Road on the north, Clinton Street on the east, Maxwell Street on the south, and Jefferson Street on the west. A legal description of the property is Stated in (Sub)Exhibit B-1 (the "Property"). The Property is an approximately four and seven hundred fifteen thousandths (4.715) acre/two hundred five thousand three hundred ninety-five (205,395) square foot site and contains a vacant strip shopping center building and related site improvements (the "Shopping Center"). Developer plans to demolish the Shopping Center and construct an approximately one hundred seven thousand one hundred twenty-two (107,122) square foot building for home-improvement retail use (the "Building"). The Building will have a rooftop parking deck for approximately four hundred twelve (412) vehicles, and will also have foliage and landscaping features which will enhance the appearance of the Building. Additionally, Developer plans to construct

an approximately twenty-five thousand five hundred thirty-one (25,531) square foot outdoor garden center immediately adjacent to the Building (the "Garden Center"). Developer plans to operate the Building and the Garden Center seven (7) days a week. Demolition of the Shopping Center and construction of the Building and Garden Center are collectively defined as the "Project". A site plan for the Project is (Sub)Exhibit B-2. The Project is subject to Planned Development Number 923, as amended ("P.D. 923") which is (Sub)Exhibit B-3. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Jefferson/Roosevelt Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project dated June 12, 2000 (the "Redevelopment Plan") attached as (Sub)Exhibit C, as amended from time-to-time.

F. City Financing And Assistance. Subject to Developer fulfilling its obligations under this Agreement required to obligate the City to do so, the City will issue to Developer the Note (as defined below), in the amount stated in Section 4.03, and make payments of principal and interest on the Note to reimburse Developer out of Available Incremental Taxes (as defined below) as provided in this Agreement for the costs of the T.I.F.-Funded Improvements (as defined below) under the terms and conditions of this Agreement. In addition, the City may, in its discretion, issue tax increment allocation bonds ("T.I.F. Bonds") secured by Incremental Taxes (as defined below) as provided in a T.I.F. bond ordinance (the "T.I.F. Bond Ordinance"), at a later date as described and conditioned in Section 4.06. The proceeds of the T.I.F. Bonds (the "T.I.F. Bond Proceeds") may be used to pay for the costs of the T.I.F.-Funded Improvements not previously paid for from Available Incremental Taxes, including any such payment made under the Note provided to Developer under this Agreement, or in order to reimburse the City for the costs of T.I.F.-Funded Improvements.

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

Agreement.

Article One.

Incorporation Of Recitals.

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

Article Two.

Definitions.

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

Article Three.

The Project.

3.01 The Project.

Developer will: (i) begin redevelopment construction no later than December 31, 2006 and (ii) complete redevelopment construction no later than December 31, 2007, subject to the provisions of Section 18.17 (Force Majeure), and the receipt of all applicable permits and Project approvals.

3.02 Scope Drawings And Plans And Specifications.

Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved them or D.P.D. has agreed to approve them as a post-closing item. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to D.P.D. as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, to P.D. 923, and to all applicable Federal, State and local laws, ordinances and regulations. Developer will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget which is (Sub)Exhibit D-1, showing total costs for the Project in an amount not less than Thirty-one Million Nine Hundred Ninety-five Thousand Dollars ($31,995,000).

Developer hereby certifies to the City that: (a) it has Lender Financing and/or Equity in an aggregate amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to D.P.D. copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 Change Orders.

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

(b) Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than Two Hundred Fifty Thousand Dollars ($250,000) each, to an aggregate amount of Two Million Dollars ($2,000,000), do not require D.P.D.'s prior written approval as stated in this Section 3.04, but, D.P.D. must be notified in writing of all such Change Orders and Developer, in connection with such notice, must identify to D.P.D. the source of funding therefor in the progress reports described in Section 3.07.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only. Any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation, or any other governmental approval. Any such approval by D.P.D. under this Agreement does not constitute approval of the utility, quality, structural soundness, safety, habitability or investment quality of the Project. Developer will not make any verbal or written representations to anyone to the contrary.

3.06 Other Approvals.

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

3.07 Progress Reports And Survey Updates.

After the Closing Date, on or before the fifteenth (15th) day of each reporting month, Developer will provide D.P.D. with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring D.P.D.'s written approval under Section 3.04). Developer must also deliver to the City written quarterly progress reports detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's M.B.E./W.B.E. Commitment) (collectively, the "City Requirements"). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer acceptable to D.P.D. to address and cure such shortfall. At Project completion, upon the request of D.P.D. Developer will provide three (3) copies of an updated Survey to D.P.D. reflecting improvements made to the Property.

3.08 [Reserved]

3.09 Barricades.

Prior to commencing any construction requiring barricades, Developer will install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Federal, State or City laws, ordinances, rules and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades (other than the name and logo of the Building or Project).

3.10 Signs And Public Relations.

Developer will erect in a conspicuous location on the Property during the Project a sign of size and style approved by the City, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent information regarding Developer, the Building 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 as a part of the Project to City utility lines existing on or near the perimeter of the Property and or the Building, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, Developer is 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 Accessibility For Disabled Persons.

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

3.14 Additional Project Features.

(a) Landscaping. Developer will construct the Project in a manner which will retain approximately twenty-five (25) fully grown trees that presently surround the Property. Also, Developer will use: (i) ivy in planters along the front of the Building; (ii) reasonable amounts of foliage and landscaping on the rooftop parking deck in stand-alone planters; and (iii) planter boxes along the cornices of the Building, all to enhance the appearance of the Building. Also, cisterns will be included in the design of the Building to collect rain-water for use in irrigating the foliage. Developer agrees to perform all landscaping work consistent with the landscaping requirements stated in P.D. 923 and in the City of Chicago Open Space Impact Fee Ordinance, *Journal of the Proceedings of the City Council of the City of Chicago* dated April 1, 1998, at pages 65269 -- 65275 (the "Landscape Ordinance").

(b) L.E.E.D. Certification. The Building will be designed and constructed such that the Building will receive a standard Leadership in Energy and Environmental Design ("L.E.E.D.") certification from the United States Green Building Council.

(c) Roosevelt T.M.A. Developer will participate in the Roosevelt Road Traffic Management Association (the "Roosevelt T.M.A.") or similar entity to be formed. Developer will contribute funds to the Roosevelt T.M.A. in a manner appropriate to the Project's traffic impact on Roosevelt Road. Developer will cooperate with other Roosevelt T.M.A. members or consultants to the Roosevelt T.M.A. to create a formula to calculate traffic impact based upon one or more of the following criteria: trip generation, peak hour volumes, store square footage, number of parking spaces, or other quantifiable criteria. A financial contribution will be assessed to all Roosevelt T.M.A. using the traffic impact formula.

(d) Job-Training Program. Developer will develop a job readiness/job training program to assist City residents in acquiring employment at the Building and Garden Center, in cooperation with the Mayor's Office of Workforce Development ("M.O.W.D.").

(e) Infrastructure Improvements. On the Closing Date, Developer will make a one time monetary contribution in the amount of Eighty Thousand Dollars ($80,000) to the Chicago Department of Transportation (C.D.O.T.) in payment for Developer's pro-rata share of infrastructure improvements that will be necessary, in part, because of the traffic impact of the Project.

Article Four.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Thirty-one Million Nine Hundred Ninety-five Thousand Dollars ($31,995,000) to be applied in the manner stated in the Project Budget. Such costs will be funded from the following sources:

Equity (subject to Section 4.05)	$31,995,000
Lender Financing	0
ESTIMATED TOTAL:	$31,995,000

4.02 Developer Funds.

Equity and Lender Financing, if any, will be used to pay all Project costs, including but not limited to costs of T.I.F.-Funded Improvements.

4.03 City Funds.

(a) Uses Of City Funds.

(i) Any principal or interest paid under the Note, and any other funds expended by the City under this Agreement or otherwise related to the Project or to the T.I.F.- Funded Improvements are defined as "City Funds".

(ii) City Funds may be used to reimburse Developer only for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit E states, by line item, the T.I.F.-Funded Improvements for the Project contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such costs and their respective eligibility as a Redevelopment Project Cost. Reimbursement of costs through City Funds will be in the form of payment of principal and interest under the Note. The City may redeem all or any portion of the Note without premium or penalty at any time.

(iii) Developer acknowledges and agrees that no payments of principal or interest on the Note will be made by the City until:

(A) the City has issued a Certificate of Occupancy for the Building and, if required, for the operation of the Garden Center; and

(B) the City has issued its Certificate under Section 7.01; and

(C) the Project has been partially or fully reassessed by the Cook County Assessor's Office such that Available Incremental Taxes have been generated.

(b) Sources Of City Funds.

(i) Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Article Five, when the City issues the Certificate for the Project, the City will also issue the taxable Note in the face amount of up to a maximum of Five Million Four Hundred Thousand Dollars ($5,400,000). The principal amount at date of issue of the Note will be the lesser of Five Million Four Hundred Thousand Dollars ($5,400,000) or sixteen and eighty-seven hundredths percent (16.87%) of the total Project cost. Developer acknowledges that once the Project is complete, all final Project costs are known and verified by the City, and the City verifies that the Project is ready to receive the Certificate, that the principal amount of the Note could be reduced (perhaps substantially) if Project

costs are less than the Thirty-one Million Nine Hundred Ninety-five Thousand Dollars ($31,995,000) Project Budget stated in (Sub)Exhibit D-1.

(ii) The terms of the Note will be as follows:

(A) Establishing Principal. The principal amount of the Note will be established after the Closing Date as determined by the Certificate(s) of Expenditure issued by the City in the form of (Sub)Exhibit M, upon Developer providing satisfactory evidence of expenditures for T.I.F.-Funded Improvements and compliance with the applicable requirements and terms and conditions of this Agreement. As stated in Section 4.03(b)(i), the principal amount at date of issue of the Note will be adjusted to be the lesser of Five Million Four Hundred Thousand Dollars ($5,400,000) or sixteen and eighty-seven hundredths percent (16.87%) of total Project costs.

(B) Interest. The interest rate for the Note will be seven percent (7.0%) per annum. Interest on the outstanding principal amount will begin to accrue on the date of issuance of the Note (as to the outstanding principal amount of the Note as of its issuance date). Unpaid interest will also bear interest at the seven percent (7.0%) per annum rate.

(C) Payment Of Principal And Interest.

(i) Except as may be otherwise provided in this Agreement, Available Incremental Taxes only will be used to pay the principal of and interest on the Note and on unpaid interest, if any. In the ordinance authorizing the issuance of the Note, the City will establish an account denominated the: "Home Depot Developer Account" within the Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund. All Available Incremental Taxes will be deposited into the Home Depot Developer Account.

(ii) After the principal and interest on the Note has been paid in full and the Note cancelled according to its terms, the Home Depot Developer Account will be closed and all subsequent Available Incremental Taxes will be deposited by the City in the Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund.

(iii) The maturity date of the Note will be December 31, 2024. The first payment on the Note will be due in February of each year following the date of the Certificate issued under Section 7.01. Developer must submit a requisition form in the form of (Sub)Exhibit N (the "Requisition Form") to D.P.D. not later than October 31 preceding any subsequent February payment date. The City in its sole discretion may make payments on the Note at any time after the issuance of the Certificate.

(D) Insufficient Available Incremental Taxes. If the amount of Available Incremental Taxes pledged under this Agreement is insufficient to make any scheduled payment on the Note, then: (1) the City will not be in default under this Agreement or the Note and (2) due but unpaid scheduled payments (or portions thereof) on Note will be paid as provided in this Section 4.03 as promptly as funds become available for their payment. Interest at seven and zero percent (7.0%) per annum will accrue on any principal or interest payments which are unpaid because of insufficient Available Incremental Taxes.

(E) Additional Terms. The City may cancel the Note if: (1) there is a casualty event to the Building such that Developer cannot conduct its business operation, and no Certificate for a rebuilt Building is issued by the City within three (3) years of the date of such casualty event, or (2) Developer ceases home-improvement retail operations at the Building and the City in good faith believes that Developer will not resume business operations on the Property, or (3) Developer breaches its covenant stated in Section 8.19 (Job Creation; Job Maintenance) and thereafter fails to cure such breach as provided in this Agreement, or (4) Developer breaches its covenant stated in Section 8.20 (Occupancy, Operations and Land-Use Covenants). Upon cancellation of the Note under this subsection, the City will have no obligation to pay any accrued but unpaid interest on the Note.

4.04 Treatment Of Prior Expenditures.

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

4.05 Cost Overruns.

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

4.06 T.I.F. Bonds.

The Commissioner of D.P.D. may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of T.I.F. Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The proceeds of T.I.F. Bonds may be used to pay the outstanding principal and accrued interest (through the date of prepayment) under the Note and for other purposes as the City may determine. The costs of issuance of the T.I.F. Bonds would be borne by the City. Developer will cooperate with the City in the issuance of the T.I.F. Bonds, as provided in Section 8.05.

Article Five.

Conditions Precedent To Closing.

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

5.02 Scope Drawing And Plans And Specifications.

Developer will have submitted to D.P.D., and D.P.D. will have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 or D.P.D. has agreed to approve them as a post-closing item.

5.03 Other Governmental Approvals.

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

5.04 Financing.

(a) Developer will have furnished evidence acceptable to the City that Developer has Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 to complete the Project and satisfy its obligations under this

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

(b) Prior to the Closing Date, Developer will deliver to D.P.D. a copy of the construction escrow agreement entered into by Developer regarding Developer regarding Develop's lender Financing, if any. The construction escrow agreement must provide that City will receive copies of all construction draw request materials submitted by Developer after the date of this Agreement.

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

(d) The City agrees that the Note may be assigned on a collateral basis to any lender or lenders providing Lender Financing, if any.

5.05 Acquisition And Title.

On the Closing Date, Developer will furnish the City with a copy of the Title Policy for the Property, showing Developer as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exception listed as Permitted Liens on (Sub)Exhibit H and will evidence the recording of this Agreement under the provisions of Section 8.17. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, locations, access and survey.

5.06 Evidence Of Clear Title.

Not less than five (5) Business Days prior to the Closing Date, Developer, at its own expense, will have provided the City with current searches under Developer's name as follows:

Secretary of State (IL)	UCC search
Secretary of State (IL)	Federal tax lien search
Cook County Recorder	UCC search

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

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

5.07 Surveys.

Not less than five (5) Business Days prior to the Closing Date, Developer will have furnished the City with three (3) copies of the Survey.

5.08 Insurance.

Developer, at its own expense, will have insured the Site as required under Article Twelve. At least five (5) Business Days prior to the Closing Date, Certificates required under Article Twelve evidencing the required coverages will have been delivered to D.P.D.

5.09 Opinion Of Developer's Counsel.

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

5.10 Evidence Of Prior Expenditures.

Not less than twenty (20) Business Days prior to the Closing Date, Developer will have provided evidence satisfactory to D.P.D. of the Prior Expenditures as

provided in Section 4.04. Such evidence of Prior Expenditures may be updated to the Closing Date by Developer.

5.11 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, Developer will have provided Financial Statements to D.P.D. for its 2004 and 2005 fiscal years, if available, and its most recently available unaudited interim Financial Statements.

5.12 Additional Documentation.

Developer will have provided documentation to D.P.D. satisfactory in form and substance to D.P.D. with respect to current employment matters and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds in the Building, if any.

5.13 Environmental Audits.

Developer will have provided D.P.D. copies of all Phase I and Phase II environmental reports completed for Developer with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such report(s), authorizing the City to rely on such reports.

5.14 Entity Documents.

Developer will provide a copy of its current Certificate of Incorporation, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and from the State; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

5.15 Litigation.

Developer will provide to Corporation Counsel and D.P.D., at least ten (10) Business Days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings: (i) involving the Developer and which has been included in Home Depot's Annual Report on Form 10-K filed with the Securities Exchange Commission for Home Depot's most recent fiscal year or in any Form 8-K since the end of Home Depot's most recent fiscal year; (2) involving the Developer and the City of Chicago; or (3) involving the Property or the

Project specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

5.16 Preconditions Of Accepting Certificates Of Expenditure.

Prior to the acceptance by D.P.D. of any Certificate of Expenditure under the Note, Developer must submit to D.P.D. documentation of such expenditures (in the form of waivers of lien, canceled checks, closing statements, or such other documentation as D.P.D. may reasonably require), which will be satisfactory to D.P.D.. Delivery by Developer to D.P.D. of any Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors for work performed on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current certificate have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current certificate and, to the reasonable belief of Developer, such work and materials conform to the Plans and Specifications;

(d) the representations and warranties of Developer contained in this Agreement are true and correct and Developer is in compliance with all covenants contained herein;

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

(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.

The City will not execute any Certificate of Expenditure for the Note unless Developer has satisfied the City that Developer has complied, or is implementing a plan to comply, with the requirements of Sections 8.08, 10.02 and 10.03. The City will have the right, in its reasonable 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 acceptance of a Certificate of Expenditure by the City will be subject to the City's review and approval of such

documentation and its satisfaction that such certifications are true and correct. In addition, Developer will have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements not inconsistent with this Agreement and stated in the T.I.F. Bond Ordinance, if any, the Bonds, if any, the T.I.F. Bonds, if any, the T.I.F. Ordinances, the Note, and this Agreement.

Article Six.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the T.I.F.-Funded Improvements (or any phase thereof) the Developer must solicit, or must cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago. For the T.I.F.-Funded Improvements, the Developer must select the General Contractor (or must cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project (or phase thereof) in a timely and good and workmanlike manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the T.I.F.-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds.

(b) The Developer must submit copies of the Construction Contract to D.P.D. as required under Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements must be provided to D.P.D. within five (5) business days of the execution thereof. The Developer must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

Prior to the execution thereof, the Developer must deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to work on the T.I.F.-Funded Improvements under Section 6.01 above, for D.P.D.'s prior written approval. Within ten (10) Business Days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer must deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction of any work in the public way, Developer will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the payment and performance bond form attached (Sub)Exhibit K. The City will be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity.

Developer will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Article Ten.

6.05 Other Provisions.

In addition to the requirements of this Article Six, the Construction Contract and each contract with any subcontractor must contain provisions required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's M.B.E./W.B.E. Commitment), Article Twelve (Insurance) and Section 14.01 (Books and Records).

Article Seven.

Completion Of Construction.

7.01 Certificate Of Completion Of Construction.

Upon completion of the construction (or reconstruction under Section 4.03(b)(ii)(E)) of the Project in compliance with the terms and conditions of this Agreement, and upon Developer's written request, D.P.D. will issue to Developer a certificate of completion of construction in recordable form (the "Certificate") certifying that Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement. D.P.D. will respond to Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within thirty (30) days in the same way as the

procedure for the initial request. Such process may repeat until the City issues a Certificate.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

(a) The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.18 (Real Estate Provisions), Section 8.19 (Job Creation; Job Maintenance Covenants) and Section 8.20 (Occupancy, Operations and Land-Use Covenants) 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 (except with respect to Section 8.02). The other executory terms of this Agreement that remain after the issuance of a Certificate will be binding only upon Developer or a permitted assignee of Developer who, as provided in Section 18.15 (Assignment) 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 timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those T.IF.-Funded Improvements that are public improvements and to pay for the costs of such T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available under Section 4.03, Developer will reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any T.I.F. Bonds.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. will provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Article Eight.

Representations, Warranties And Covenants Of Developer.

8.01 General.

Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of issuance of the Note, that:

(a) Developer is a Delaware corporation, duly organized, validly existing, qualified to do business in Illinois; and Developer is a wholly-owned subsidiary of Home Depot International, Inc. a Delaware corporation ("H.D.I.I."); and H.D.I.I. is a wholly-owned subsidiary of The Home Depot, Inc., a Delaware corporation ("Home Depot"), the ultimate parent entity.

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project;

(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 Certificate of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer or any of its assets is now or may become bound;

(d) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements) free and clear

of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget;

(e) Developer is now, and for the Term of the Agreement, will remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to 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 or any of its assets is bound which would materially adversely effect 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) prior to the issuance of a Certificate, if it would materially adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property, the Building or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) change its ultimate parent entity; (4) enter into any transaction outside the ordinary course of Developer's business; (5) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (6) enter into any transaction that would cause a material and detrimental change to Developer's financial condition or its ability to continue operations at the Building or the Property;

(k) Developer has not incurred and, prior to the issuance of a Certificate, will not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Building and Project other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Building and

Project or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or under City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended; and

(m) neither the Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons Lists, the Unverified List, the Entity List and the Debarred List.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer will redevelop the Property in compliance with this Agreement, the T.I.F. Ordinances, P.D. 923, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Property, the Building, the Project and/or Developer. The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee, until fulfilled as evidenced by the issuance of a Certificate.

8.03 Redevelopment Plan.

Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

8.04 Use Of City Funds.

City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the T.I.F.-Funded improvements as provided in this Agreement.

8.05 Other Bonds.

At the request of the City, Developer will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion T.I.F. Bonds or other bonds ("Bonds") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the T.I.F.-Funded Improvements; provided, however, that any such amendments will not have a material adverse effect on Developer or the Project. Developer will, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition, and assisting the City in its preparation of an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false and misleading.

8.06 Employment Opportunity.

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 and Article Ten. Developer will submit to D.P.D. a plan describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written quarterly progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to D.P.D. which will outline, to D.P.D.'s satisfaction, the manner in which Developer will correct any shortfall.

8.07 Employment Profile.

Developer will submit, and contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.08 Prevailing Wage.

Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay,

the prevailing wage rate as ascertained by the State Department of Labor (the "Labor Department"), to all of their respective employees working on constructing the Project or otherwise completing the T.I.F.-Funded Improvements. All such contracts will list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed under such contract. If the Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions.

Unless D.P.D. has have given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. Developer will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.10 Financial Statements.

Developer will obtain and provide to D.P.D. Financial Statements for Developer's fiscal year ended 2004 or 2005, as applicable, and each year thereafter for the Term of the Agreement. In addition, Developer will submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.11 Insurance.

Solely at its own expense, Developer will comply with all provisions of Article Twelve hereof.

8.12 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Property, the Building or any fixtures that are or may become attached thereto and which are owned by Developer, which creates, may create, or appears to create a lien upon all or any portion of the Property or the Building; provided however, that if such Non-Governmental Charges may be paid in installments, Developer may pay the

same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer will furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other evidence satisfactory to D.P.D., evidencing payment of the Non-Governmental Charges in question.

(b) Right To Contest. Developer will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property or the Building (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.12); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer or forfeiture of the Property or the Building or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charges and all interest and penalties upon the adverse determination of such contest.

8.13 Developer's Liabilities.

Developer will not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Developer will immediately notify D.P.D. 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 related to this Agreement or the Project.

8.14 Compliance With Laws.

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Building and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property, the Building and the Project. Upon the City's request, Developer will provide evidence satisfactory to the City of such current compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property, the Building or the Project, including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in performance of this Agreement. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

8.15 Recording And Filing.

Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.16 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. Subject to subsection (ii) below, Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property, the Building 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, the Building or the Project. "Governmental Charge" means all Federal, State, County, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property, the Building or the Project, including but not limited to real estate taxes.

(ii) Right To Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or transfer or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.16(c) below; provided, that such real estate taxes must be paid in full when due. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless

Developer has given prior written notice to D.P.D.'s of Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(x) Developer will demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge will conclusively operate to prevent or remove a lien against, or the sale or transfer or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings, and/or;

(y) Developer will furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. may require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise D.P.D. thereof in writing, at which time D.P.D. may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be promptly disbursed to D.P.D. by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment Of Real Estate Taxes. Developer agrees that for the purposes of this Agreement, the total projected minimum assessed value of the Property (and related improvements) ("Minimum Assessed Value") is shown on (Sub)Exhibit J for the years noted on (Sub)Exhibit J.

(ii) Real Estate Tax Exemption. With respect to the Property (and related improvements) or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer will, during the Term of this Agreement, seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction In Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer will, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit J for the applicable year.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, will object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Under Assessment Complaint (as defined below) or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Under Assessment Complaint" as used in this Agreement means any complaint seeking to increase the assessed value of the Property (and related improvements) or the Project up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit J.

(v) Covenants Running With The Land. The parties agree that the restrictions contained in this Section 8.16(c) are covenants running with the land. This Agreement will be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions will be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided, however, that the covenants will be released when the Redevelopment Area is no longer in effect, or upon termination of this Agreement or upon expiration of the term of the Note. Developer agrees that any sale, transfer, lease, conveyance, or transfer of title to all or any portion of the Property or the Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.16(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.16(c).

8.17 Job Creation; Job Maintenance Covenants.

(a) Job Creation and Maintenance.

(i) Initial Job Creation. Developer covenants that it will create not less than eighty (80) full-time and forty (40) Full Time Equivalent jobs at the Building and Garden Center within twelve (12) months from the date of the Certificate issued by the City for the Project under Section 7.01.

(ii) Maintenance Of Jobs. Once the one hundred twenty (120) job count and job-types required by sub-paragraph (i) above have been attained, Developer

covenants to maintain such job count and job-types for ten (10) years thereafter, subject to the terms of sub-paragraph (b) below.

(b) Default On Job Maintenance Covenant; Cure Provision; Consequences.

(i) If in any year within the ten (10) year period set by the jobs maintenance covenant in sub-paragraph (a)(ii) above, Developer fails to comply with the covenant, then such event is defined as a "Jobs Maintenance Covenant Default".

(ii) Developer is entitled to incur Jobs Maintenance Covenant Default for a period of up to two (2) years, which years may be consecutive or nonconsecutive, and is also entitled to a period of up to two (2) cure years in which to cure such default, with such cure years being consecutive or nonconsecutive.

(iii) During any years when Developer is in a Jobs Maintenance Covenant Default, Developer will not be entitled to any payments of principal or interest on the Note, and interest will not accrue on the Note.

(iv) If there is a third (3rd) year in which Developer is in a Jobs Maintenance Covenant Default, then the City may at its option take one or more of the following actions: (A) declare an Event of Default under the provisions of Section 15.01; (B) terminate this Agreement; (C) cancel the Note and also cancel any rights Developer may then have to due but unpaid principal and interest, and (D) otherwise exercise any of its remedies under Section 15.02.

(v) The City may in its discretion modify, extend or amend the terms and conditions of this section or the City may require strict adherence to the terms and conditions of this section.

(vi) The covenants stated in this Section 8.17 run with the land and are intended to be binding on any transferee of the Property, the Building or the Project.

8.18 Occupancy, Operations And Land-Use Covenants.

(a) Occupancy Covenant. Developer covenants that it will maintain its operations within the City of Chicago on the Property for not less than five (5) years from the date of the Certificate issued by the City for the Project under Section 7.01.

(b) Operations Covenant. Developer covenants to use the Property and the Building solely as a full service, home improvement retail facility for not less than five (5) years from the date of the Certificate issued by the City for the Project under Section 7.01. For purposes of this covenant, failure to maintain the Property and the Building as a full service, home improvement retail facility includes any alternative use (other than food concession licensees or other concessionaires, licensees or vendors typically allowed to sell or display goods, services or

merchandise in a typical Home Depot home improvement retail facility). For example, this covenant is breached if Developer uses the Property and the Building as a warehouse, a distribution center or for a use which is no longer open to the general public.

(c) Occupancy After Five Years. After the fifth (5th) anniversary of the date of the Certificate issued by the City for the Project under Section 7.01, and if the Note is outstanding, then, if Developer closes its operations and vacates the Property and the Building, the City's sole remedy shall be the right to terminate this Agreement and cancel the Note.

(d) Land-Use Compliance. Developer covenants that its use of the Property, the Building and the Project will be in compliance with the Redevelopment Plan, P.D. 923, and applicable zoning laws.

(e) Run With The Land. The covenants stated in this Section 8.18 run with the land and are intended to be binding on any transferee of the Property, the Building or the Project.

8.19 Job Readiness Program.

If requested by the City, Developer will participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

8.20 Public Benefits Program.

On or after the Closing Date, Developer will undertake a public benefits program ("Public Benefits Program") described in more detail in (Sub)Exhibit L. If the Public Benefit Program is on-going, then Developer will provide the City with a status report on an annual basis describing in sufficient detail Developer's compliance with the Public Benefits Program.

8.21 Broker's Fees.

Developer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.22 No Conflict Of Interest.

Under Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that to the best of its knowledge, no member, official, or employee of the

City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City, (a "City Group Member") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer, the Property, the Building, the Project, or to the Developer's actual knowledge, any other property in the Redevelopment Area. Ownership of publicly-traded securities in Home Depot is not within the scope of this Section 8.22.

8.23 Disclosure Of Interest.

Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property, the Building or any other feature of the Project. Ownership of publicly-traded securities in Home Depot is not within the scope of this Section 8.23.

8.24 No Business Relationship With City Elected Officials.

Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.

8.25 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest

in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), will 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 Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of: (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it will 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.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

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

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

(B) neither party is married; and

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

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

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

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

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

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

8.26 Survival Of Covenants.

All warranties, representations, covenants and agreements of Developer contained in this Article Eight and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Article Seven upon the issuance of a Certificate) will be in effect throughout the Term of the Agreement.

Article Nine.

Representations, Warranties And Covenants Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Article Nine or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Article Ten.

Developer's Employment Obligations.

10.01 Employment Opportunity.

Developer, on behalf of itself and its successors and assigns, hereby agrees, and will contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer on the Project (collectively, with Developer, such parties are defined herein as the "Employers", and individually defined herein as an "Employer") to agree, that for the Term of this Agreement with respect to Developer

and during the period of any other party's provision of services in connection with the construction of the Project:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2 160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time-to-time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory 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 will comply with all applicable Federal, State and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the State Human Rights Act, 775 ILCS 5/1-101, et seq. (2002 State Bar Edition), as amended, and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, will cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of Federal, State and municipal agencies.

(e) Each Employer will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project, and will require inclusion of these provisions in every subcontract entered into by any subcontractors and every agreement with any Affiliate operating on the Project, so that each such provision will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

10.02 City Resident Construction Worker Employment Requirement.

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

(b) Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

(d) Developer, the General Contractor and each subcontractor will provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of D.P.D. in triplicate,

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

(f) Upon two (2) Business Days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the construction of the Project to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the construction of the Project for a period of at least three (3) years after final acceptance of the work constituting the Project.

(g) At the direction of D.P.D., affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Article concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Article. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 Developer's M.B.E./W.B.E. Commitment.

Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements stated in this section, will contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable: (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as stated in (Sub)Exhibit D-2) must be expended for contract participation by Minority-Owned Businesses ("M.B.E.s") and by Women-Owned Businesses ("W.B.E.s"):

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 10.03 only:

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

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

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises*, published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer's M.B.E./W.B.E. commitment may be achieved in part by Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of: (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by Developer utilizing a M.B.E. or a W.B.E. 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 M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In compliance with Section 2-92-730, Municipal Code of Chicago, Developer will not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) Developer must deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports will include, inter alia: the name and business address of each M.B.E. and W.B.E. 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 M.B.E. or W.B.E. actually involved in the Project; a description of the work performed or products or services supplied; the date and amount of such work, product or service; and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. Developer will maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff will have access to all such records maintained by Developer, on five (5) business days notice, to allow the City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party,

Developer is obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors are required to attend this pre-construction meeting. During said meeting, Developer will demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which will be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, will, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

Article Eleven.

Environmental Matters.

11.01 Environmental Matters.

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from: (A) all or any portion of the Property, or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Article Twelve.

Insurance.

12.01 Insurance Requirements.

Developer's insurance requirements are stated in Schedule B which is hereby incorporated into this Agreement by reference and made a part of this Agreement.

Article Thirteen.

Indemnification.

13.01 General Indemnity.

Developer agrees to indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee", and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, (and including, without limitation, the reasonable

fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees by a third party in any manner relating to or arising out of:

(i) any cost overruns as described in Section 4.05; or

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

(iii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

(iv) the existence of any material misrepresentation or omission in this Agreement, any offering 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 its agents, employees, contractors or persons acting under the control or at the request of Developer; or

(v) Developer's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or

(vi) any act or omission by Developer or any Affiliate of Developer, provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

Article Fourteen.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

Developer will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the

Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer will not pay for salaries or fringe benefits of auditors or examiners. Developer must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) Business Days notice, any authorized representative of the City will have access to all portions of the Project and the Building during normal business hours for the Term of the Agreement.

Article Fifteen.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, will constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property (including the Property or the Building), assets (including the Property or the Building), 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 of involuntary) of, or any attempt by Developer to create, any lien or other encumbrance upon the Property or the Building, including any fixtures now or hereafter attached thereto, other than the Permitted Liens or any Permitted Mortgage, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or Developer's ultimate parent entity or for the liquidation or reorganization of Developer or Developer's ultimate parent entity, or alleging that Developer or Developer's ultimate parent entity is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's or Developer's ultimate parent entity's debts, whether under the United States Bankruptcy Code or under any other state or Federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer or Developer's ultimate parent entity; provided, however, that if such commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer or Developer's ultimate parent entity, for any substantial part of Developer's or Developer's ultimate parent entity's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer or Developer's ultimate parent entity; provided, however, that if such appointment or commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer for an amount in excess of One Million Dollars ($1,000,000) 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, if any, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or Developer's ultimate parent entity or the death of any natural person who owns a material interest in Developer or Developer's ultimate parent entity; or

(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).

For purposes of Sections 15.01(i) and 15.01(j) hereof, a natural person with a material interest in Developer is one owning in excess of thirty-three percent (33%) of Developer's or Developer's ultimate parent entity issued and outstanding ownership shares or interests.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

(a) In the event Developer fails to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless Developer 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.

(b) In the event Developer fails to perform a non-monetary covenant which Developer is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless Developer 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 will not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Sixteen.

Mortgaging Of The Project.

16.01 Mortgaging Of The Project.

Any and all mortgages or deeds of trust in place as of the date hereof with respect to the Property or Project or any portion thereof are listed on (Sub)Exhibit H hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing, if any) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "New Mortgage". Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and between the City and Developer as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage) whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but will not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party will be entitled to no rights or benefits under this Agreement, but such party will be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) If any mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of "Developer" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of Developer which occurred prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party will be entitled to no

rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate under Article Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of D.P.D.. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of D.P.D. is not required for any such New Mortgage.

Article Seventeen.

Notices.

17.01 Notices.

All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified United States Mail, return receipt requested; (C) be given at the following respective addresses:

If To The City:

City of Chicago
Department of Planning and Development
Attention: Commissioner
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Corporation Counsel
Attention: Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

If To Developer:

Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Building C, 20th Floor
Atlanta, Georgia 30339
Attention: Vice President -- Real Estate Law Group
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Home Depot U.S.A., Inc.
1400 West Dundee Road
Arlington Heights, Illinois 60004
Attention: Brett Soloway
Director -- Legal
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and

Seyfarth Shaw L.L.P.
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
Attention: Gregg M. Dorman, Esq.
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

or at such other address or telecopier/fax or telephone number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the United States Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 Developer Requests For City Or D.P.D. Approval.

Any request under this Agreement for City or D.P.D. approval submitted by Developer will comply with the following requirements:

(a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);

(b) expressly state the particular document and section thereof relied on by Developer to request City or D.P.D. approval;

(c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or D.P.D.;

(d) if applicable, state the outside date for the City's or D.P.D.'s response; and

(e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

Article Eighteen.

Additional Provisions.

18.01 Amendments.

This Agreement and the schedules and exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties; provided, however, that the City in its sole discretion, may amend, modify or supplement the Redevelopment Plan, which is (Sub)Exhibit C hereto. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Complete Agreement, Construction, Modification.

This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and

supersedes all previous negotiations, commitments and writings with respect to such subject matter. This Agreement and the schedules and exhibits attached hereto may not be contradicted by evidence of prior, contemporaneous, or subsequent verbal agreements of the parties. There are no unwritten verbal agreements between the parties.

18.03 Limitation Of Liability.

No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to accomplish the transactions contemplated in this Agreement.

18.05 Waivers.

No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement will not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Parties In Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns

of the parties hereto. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Developer, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

18.08 Titles And Headings.

The article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 Counterpart Facsimile Execution.

For purposes of executing this Agreement, a document signed and transmitted by facsimile machine will be treated as an original document. The signature of any party thereon will be considered as an original signature, and the document transmitted will be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document will be re-executed by other parties in original form. No party hereto may raise the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section. This section does not supersede the requirements of Article Seventeen: Notices.

18.11 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining

terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.12 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.13 Governing Law.

This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

18.14 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City will be in form and content satisfactory to the City.

18.15 Assignment.

Prior to the issuance by the City to Developer of a Certificate, Developer may not sell, assign or otherwise transfer its interest in this Agreement or the Note in whole or in part without the written consent of the City; provided, however, that Developer may assign, on a collateral basis, the right to receive City Funds under the Note to a lender providing Lender Financing, if any, which has been identified to the City as of the Closing Date. Any successor in interest to Developer under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.16 (Real Estate Provisions) and Section 8.26 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement is binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure.

Neither the City nor Developer nor any successor in interest to either of them will be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, war, acts of terrorism, strike, shortage of material, interruption of electric power or blackout, disruption of or inability to obtain fuel supplies, 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, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay and provided that such default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means. The individual or entity relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits And Schedules.

All of the exhibits and schedules to this Agreement are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.19 Business Economic Support Act.

Under the Business Economic Support Act (30 ILCS 760/1, et seq. (2004 State Bar Edition), as amended), if Developer is required to provide notice under the W.A.R.N. Act, Developer will, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Approval.

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

18.21 Construction Of Words.

The use of the singular form of any word herein includes the plural and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to".

18.22 Date Of Performance.

If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State Law, the date for such performance will be the next succeeding Business Day.

18.23 Survival Of Agreements.

Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the Closing Date.

18.24 Equitable Relief.

In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

18.25 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.26 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.27 Time Of The Essence.

Developer acknowledges and agrees that time is of the essence in the performance and observation by Developer of all of the terms, conditions, obligations, covenants and agreements contained in this Agreement applicable to Developer.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be signed on or as of the day and year first above written.

Home, Depot U.S.A., Inc., a Delaware corporation

By: _____

Printed Name: _____

Title: _____

City of Chicago

By: _____

_____
_____ Commissioner, Department of Planning and Development

State of _____)
)SS.
County of _____)

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that _____ _____, personally known to me to be the _____ _____ of Home Depot U.S.A., Inc., a Delaware corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, pursuant to authority given to him by the Developer, as his free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2006.

_____
Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
)SS.
County of Cook)

I, William A. Nyberg, a notary public in and for the said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument pursuant to the authority given to him/her by the City, as her free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2006.

_____
Notary Public

My commission expires: _____.

[(Sub)Exhibits "B-3", "C", "J" and "K" referred to in this Redevelopment Agreement with Home Depot, U.S.A., Inc. unavailable at time of printing.]

[(Sub)Exhibits "B-2" referred to in this Redevelopment Agreement with Home Depot, U.S.A., Inc. printed on page 94700 of this *Journal.*]

[(Sub)Exhibit "F" not referenced to in this Redevelopment Agreement with Home Depot, U.S.A., Inc.

[(Sub)Exhibit "M" referred to in this Redevelopment Agreement with Home Depot, U.S.A., Inc. constitutes Exhibits "B" and "C" to ordinance and printed on pages 94701 through 94706 of this *Journal.*]

Schedules "A" and "B" and (Sub)Exhibits "A", "B-1", "D-1", "D-2", "E", "G", "H", "I", "L" and "N" referred to in this Redevelopment Agreement with Home Depot, U.S.A., Inc. read as follows:

Schedule A.
(To Redevelopment Agreement With Home Depot, U.S.A., Inc.)

Definitions.

For purposes of this Agreement the following terms shall have the meanings stated forth below:

"Act" has the meaning defined in Recital B.

"Actual Residents of the City" has the meaning defined for such phrase in Section 10.02(c).

"Affiliate" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agreement" has the meaning defined in the Agreement preamble.

"Available Incremental Taxes" means an amount equal to eighty percent (80%) of the Incremental Taxes (as defined below) deposited after the Closing Date in the Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund (as defined below) attributable to the taxes levied on the Property, using the year 1999 as a base year for equalized assessed valuation.

"Bonds" has the meaning defined in Section 8.05.

"Bundle" has the meaning defined in Section 8.25.

"Building" has the meaning defined in Recital D.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the State.

"C.D.O.T." has the meaning defined in Section 3.14(e).

"Certificate" means the Certificate of Completion of Construction described in Section 7.01.

"Certificate of Expenditure(s)" means the certificates, in the form of (Sub)Exhibit M hereto, issued by the City to increase respectively the principal amount of the Note.

"Change Order" means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Section 3.04.

"City" has the meaning defined in the Agreement preamble.

"City Contract" has the meaning defined in Section 8.01(1).

"City Council" means the City Council of the City of Chicago as defined in Recital C.

"City Funds" means the funds described in Section 4.03(a).

"City Group Member" has the meaning defined in Section 8.10.

"City Requirements" has the meaning defined in Section 3.07.

"Closing Date" means the date of execution and delivery of this Agreement by all parties thereto.

"Construction Contract" means that certain contract substantially in the form of (Sub)Exhibit F to be entered into between the Developer and the General Contractor (as defined below) providing for construction of, among other things, the T.I.F. Funded Improvements. The parties to this Agreement may agree that the Construction Contract may be provided after Closing.

"Construction Program" has the meaning defined in Section 10.03(a).

"Contractor" has the meaning defined in Section 8.25.

"Corporation Counsel" means the City's Office of Corporation Counsel.

"Developer" has the meaning defined in the Agreement preamble.

"Domestic Partners" has the meaning defined in Section 8.25.

"D.P.D." has the meaning defined in the Agreement preamble.

"Employer(s)" has the meaning defined in Section 10.01.

"Environmental Laws" means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental

Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago (as defined below), and including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560.

"Equity" means funds of Developer (other than funds derived from Lender Financing (as defined below)) irrevocably available for the Project, in the amount stated in Section 4.01 hereof, which amount may be increased under Section 4.05 (Cost Overruns).

"Event of Default" has the meaning defined in Section 15.01.

"Existing Mortgages" has the meaning defined in Section 16.01.

"Financial Statements" means the financial statements regularly prepared by Developer, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the lender(s) providing Lender Financing pursuant to Developer's loan agreement(s), if any.

"Full-Time Equivalents" or "F.T.E." means the total hours worked by all employees of Developer or any Affiliate of Developer, as evidenced by payroll records, actually working on the Property in a given calendar year divided by one thousand nine hundred twenty (1,920) hours.

"Garden Center" has the meaning defined in Recital D.

"General Contractor" means the general contractor(s) hired by Developer under Section 6.01.

"Governmental Charge" has the meaning defined in Section 8.18(a)(i).

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"H.D.I.I." has the meaning defined in Section 8.01(a).

"Home Depot" has the meaning defined in Section 8.01(a).

"Human Rights Ordinance" has the meaning defined in Section 10.01(a).

"Incremental Taxes" means such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Jefferson Roosevelt Redevelopment Project Area Special Tax Allocation Fund.

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 13.01.

"Jefferson/Roosevelt Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes (as defined above) will be deposited.

"Jobs Maintenance Covenant Default" has the meaning defined in Section 8.19.

"Labor Department" has the meaning defined in Section 8.08.

"Landscape Ordinance" has the meaning defined in Section 3.14(a).

"L.E.E.D." has the meaning defined in Section 3.14(b).

"Lender Financing" means funds borrowed by Developer from lenders and available to pay for costs of the Project, in the amount stated in Section 4.01, if any.

"Mayor" has the meaning defined in Section 8.25.

"M.B.E.(s)" has the meaning defined in Section 10.03(b).

"M.O.W.D." has the meaning defined in Section 3.14(d).

"M.B.E./W.B.E. Program" has the meaning defined in Section 10.03(a).

"Minimum Assessed Value" has the meaning defined in Section 8.16(c)(i).

"Minority-Owned Business" has the meaning defined in Section 10.03(b).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"New Mortgage" has the meaning defined in Section 16.01.

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

"Note" means the taxable City of Chicago Tax Increment Allocation Revenue Note R-1 (Home Depot U.S.A., Inc. South Loop Redevelopment Project), Taxable Series A to be in the form attached as (Sub)Exhibit M in the maximum principal amount of up to Five Million Four Hundred Thousand Dollars ($5,400,000) to be issued by the City to Developer when the City issues the Certificate for the Project. The Note will bear interest at an annual rate of seven and zero-tenths percent (7.0%), and will provide for accrued, but unpaid interest to bear interest at the same annual rate as of each January 1. The payment of the amounts due under Note will be secured only by the Available Incremental Taxes, and the Note will have a term ending on December 31, 2024.

"Other Contract" has the meaning defined in Section 8.25.

"Owners" has the meaning defined in Section 8.25.

"P.D. 923" has the meaning defined in Recital D.

"Permitted Liens" means those liens and encumbrances against the Building and/or the Project stated in (Sub)Exhibit H.

"Permitted Mortgage" has the meaning defined in Section 16.01.

"Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the Project.

"Political fund-raising committee" has the meaning defined in Section 8.25.

"Prior Expenditure(s)" has the meaning defined in Section 4.04.

"Procurement Program" has the meaning defined in Section 10.03(a).

"Project" has the meaning defined in Recital D.

"Project Budget" means the budget stated in (Sub)Exhibit D-1, showing the total cost of the Project by line item, as furnished by Developer to D.P.D. in accordance with Section 3.03.

"Property" has the meaning defined in Recital D.

"Public Benefits Program" has the meaning defined in Section 8.20.

"Redevelopment Area" means the redevelopment project area as legally described in (Sub)Exhibit A.

"Redevelopment Plan" has the meaning defined in Recital E.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget stated in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" has the meaning defined in Section 4.03(b)(ii)(C)(iii).

"Roosevelt T.M.A." has the meaning defined in Section 3.14(c).

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

"Shopping Center" has the meaning defined in Recital D.

"State" means the State of Illinois as defined in Recital A.

"Subowners" has the meaning defined in Section 8.25.

"Survey" means an urban plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within forty-five (45) days prior to the Closing Date, reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 2024, being the end date for tax collections applicable to the twenty-third (23rd) year from the date of the Roosevelt/Jefferson T.I.F., Ordinances.

"T.I.F. Adoption Ordinance" has the meaning stated in Recital C.

"T.I.F. Bonds" has the meaning defined for such term in Recital F.

"T.I.F. Bond Ordinance" has the meaning stated in Recital F.

"T.I.F. Bond Proceeds" has the meaning stated in Recital F.

"T.I.F. Ordinances" has the meaning stated in Recital C.

"T.I.F. Funded Improvements" means those improvements of the Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, and (iv) are stated in (Sub)Exhibit E.

"Title Company" means First American Title Insurance Company.

"Title Policy" ,means a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured noting the recording of this Agreement as an encumbrance against the Property and a subordination agreement in favor of the City with respect to previously recorded liens against the Building related to Lender Financing, if any, issued by the Title Company.

"Under Assessment Complaint" has the meaning set forth in Section 8.18(c)(iv).

"W.A.R.N. Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et. seq.).

"W.B.E.(s)" has the meaning defined in Section10.03(b).

"Women-Owned Business" has the meaning defined in Section 10.03(b).

[(Sub)Exhibits "A", "D-1", "E", "H" and "M" referred to in this Schedule A -- Definitions constitute (Sub)Exhibits "A", "D-1", "E", "H" and "M" respectively, to the Redevelopment Agreement with Home Depot, U.S.A., Inc.]

[(Sub)Exhibit "F" referred to in this Schedule A -- Definitions unavailable at time of printing].

Schedule B.
(To Redevelopment Agreement With Home Depot, U.S.A., Inc.)

Article Twelve.

Insurance Requirements.

12.01 Insurance.

Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement:

(i) Workers' Compensation And Employer's Liability Insurance.

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

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars ($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 coverage limitation endorsement, except by the terms of the policy). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction.

Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability 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 Five Hundred Thousand Dollars ($500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed

operations (for a minimum of two (2) years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Developer must cause each contractor to provide Automobile Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, noncontributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or rail transit property or within fifty (50) feet of railroad or rail transit property, contractor must provide, or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance.

When the contractor undertakes any construction, including improvements, betterments, and/or repairs, Developer must cause each contractor to provide, or cause to be provided All Risk Blanket Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable, flood including surface water backup. The City will be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement,

Developer must cause such parties to maintain Professional Liability Insurance covering acts, errors, or omissions which shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work performed in connection with this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, subcontractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records, unless comparable insurance and coverages are included under such parties property insurance polices.

(viii) Contractor's Pollution Liability.

When any environmental remediation work is performed which may cause a pollution exposure, Developer will cause the party performing such work to maintain contractor's Pollution Liability insurance with limits of not less than One Million Dollars ($1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City is to be named as an additional insured on a primary, noncontributory basis.

(c) Other Insurance Required -- Reserved:

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Building. The City is to be named as an additional insured.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the

amount of full replacement value of the Building site. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City is to be named as an additional insured.

(d) Other Requirements:

(i) Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer must not be deemed to be a waiver by the City. Nonconforming insurance will not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

(ii) The insurance will 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.

(iii) Any and all deductibles or self-insured retentions on referenced insurance coverages are borne by Developer.

(iv) Developer agrees that insurers must waive rights of subrogation against the City, its employees, elected officials, agents, or representatives.

(v) Developer expressly understands and agrees that any coverages and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities specified within the Agreement documents or by law.

(vi) Developer expressly understands and agrees that Developer's insurance is primary and any insurance or self-insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.

(vii) The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the contractor or subcontractors. All contractors and subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.

(ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.

(x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

(Sub)Exhibit "A".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Jefferson/Roosevelt Redevelopment Project Area.

Legal Description.

A tract of land in the south half of Section 16 and the north half of Section 21 all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of West Harrison Street with the east line of South Clinton Street; thence south along said east line of South Clinton Street to the north line of Lot 14 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 14 being also the south line of vacated West Arthington Street; thence east along said south line of vacated West Arthington Street and along the easterly extension thereof to the east line of South Canal Street; thence south along said east line of South Canal Street to the north line of West Taylor Street; thence east along said north line

of West Taylor Street to the southeast corner of the parcel of land bearing Permanent Index Number 17-16-321-003; thence north along the east line of said parcel of land bearing Permanent Index Number 17-16-321-003 and along said east line extended north to the centerline of West Polk Street; thence east along said centerline of West Polk Street to the point of intersection of said centerline of West Polk Street with the southerly extension of a line 20 feet east of and parallel with the east line of Lot 16 in the Railroad Companies Resubdivision, said point of intersection being also the southeast corner of the parcel of land bearing Permanent Index Number 17-16-400-006; thence north along said southerly extension of a line 20 feet east of and parallel with the east line of Lot 16 in the Railroad Companies Resubdivision to the north line of West Polk Street; thence east along said north line of West Polk Street to the west dock line of the south branch of the Chicago River; thence south along said west dock line of the south branch of the Chicago River to the south line of West Roosevelt Road; thence west along said south line of West Roosevelt Road to the west line of South Stewart Avenue; thence south along said west line of South Stewart Avenue to the south line of vacated 13th Street, said south line of vacated 13th Street being also the north line of Evans' and Brainard's Resubdivision of Block 7 in Brainard and Evans' Addition to Chicago, a subdivision of Blocks 57 and 58 of Original Canal Trustees' Subdivision in the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; thence west along said south line of vacated 13th Street to the east line of South Canal Street; thence north along said east line of South Canal Street and along the northerly extension thereof to the north line of the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said north line being also the original centerline of West Roosevelt Road; thence west along said north line of the northwest quarter of Section 21 to the northerly extension of the east line of Lot 1 in Block 3 in Brainard and Evans' Addition to Chicago, a subdivision of Blocks 57 and 58 of Original Canal Trustees' Subdivision in the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said east line of Lot 1 being also the west line of South Clinton Street; thence south along said west line of South Clinton Street to the centerline of West Maxwell Street; thence east along said centerline of West Maxwell Street to the original centerline of South Clinton Street, said original centerline of South Clinton Street being a line 25 feet west of and parallel with the west line of Block 2 in the Central Terminal Railway Company's Subdivision in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; thence south along said original centerline of South Clinton Street to the centerline of West 14th Place; thence west along said centerline of West 14th Place to the northerly extension of the east line of Lot 3 in John Nutt's Subdivision of Lots 4, 5 and 6 in Block 52 of the Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence south along said northerly extension and the east line of Lot 3 in John Nutt's Subdivision and along the southerly extension of said east line of Lot 3 to the south line of the vacated 10 foot alley south of

and adjoining the south line of said Lot 3 and Lots 4 through 8, inclusive in said John Nutt's Subdivision, said south line of the vacated 10 foot alley being also a north line of the Central Terminal Railway Company's Subdivision in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; thence west along said north line of the Central Terminal Railway Company's Subdivision in the northwest quarter of Section 21 to the southerly extension of the west line of Lot 8 in said John Nutt's Subdivision, said southerly extension being also a west line of aforesaid Central Terminal Railway Company's Subdivision; thence south along said west line of Central Terminal Railway Company's Subdivision to the north line of West 15th Street; thence west along said north line of West 15th Street and along the westerly extension thereof to the west line of South Jefferson Street; thence south along said west line of South Jefferson Street to the south line of the north 23 feet of that part of vacated West 15th Street lying south of and adjoining the south line of Lot 8 in W. S. Southworth's Subdivision of Lot 1 in Block 53 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence west along the south line of the north 23 feet of vacated West 15th Street to the southerly extension of the east line of the west 21.15 feet of Lot 7 in the Assessor's Division of Lot 6 of Block 53 of the Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along said southerly extension and the east line of the west 21.15 feet of Lot 7 in the Assessor's Division of Lot 6 of Block 53 of the Canal Trustees' New Subdivision and along the east line of the west 21.15 feet of Lot 2 in said Assessor's Division to the south line of West 14th Place; thence north along a straight line, crossing West 14th Place, to the southwest corner of Lot 12 in O. J. Rose's Subdivision of Lots 8 and 9 of Block 56 in Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along the west line of said Lot 12 and along the northerly extension thereof and along the west line of Lot 13 in said O. J. Rose's Subdivision to the south line of West Barber Street; thence north along a straight line, crossing West Barber Street, to the southeast corner of the west 72.55 feet of original Lot 6 in Block 56 in Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along the east line of the west 72.55 feet of original Lot 6 in Block 56 in Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58 and along the northerly extension thereof to the centerline of West 14th Street; thence east along said centerline of West 14th Street to the southerly extension of the west line of Lot 4 in the Assessor's Division of the east half of Lot 9 in Block 63 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along said southerly extension and the

west line of Lot 4 in the Assessor's Division of the east half of Lot 9 in Block 63 of Canal Trustees' New Subdivision and along the northerly extension thereof to the centerline of the vacated alley lying north of and adjoining said Lot 4; thence east along said centerline of the vacated alley lying north of and adjoining Lot 4 in the Assessor's Division of the east half of Lot 9 in Block 63 of Canal Trustees' New Subdivision to the southerly extension of the west line of Lot 10 in John Nutt's Subdivision of Lots 10, 11 and 12 in Block 63 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along said southerly extension and the west line of Lot 10 in John Nutt's Subdivision of Lots 10, 11 and 12 in Block 63 of Canal Trustees' New Subdivision to the northwest corner of said Lot 10; thence north along a straight line, crossing Liberty Street, to the southwest corner of Lot 7 in G. R. Clarke's Subdivision of Lot 5 of Block 63 of Canal Trustees' New Subdivision; thence north along the west line of said Lot 7 and along the west line of Lot 2 in said G. R. Clarke's Subdivision to the south line of West Maxwell Street; thence north along a straight line, crossing West Maxwell Street, to the southwest corner of Lot 22 in Rose's Subdivision of Lots 5 to 10 in Block 66 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along the west line of said Lot 22 and along the northerly extension thereof and along the west line of Lot 25 in said Rose's Subdivision to the south line of West 13th Street; thence north along a straight line, crossing West 13th Street to the southwest corner of Lot 40 in said Rose's Subdivision; thence north along the west line of said Lot 40 in Rose's Subdivision and along the northerly extension thereof and along the west line of Lot 43 in said Rose's Subdivision to the south line of West O'Brien Street; thence north along a straight line, crossing West O'Brien Street, to the southeast corner of the west 51 feet of Lot 10 in Block 67 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along the east line of said west 51 feet of Lot 10 in Block 67 of Canal Trustees' New Subdivision and along the northerly extension thereof to the north line of West 12th Place; thence west along said north line of West 12th Place to the west line of Lot 5 in Block 67 of Canal Trustees' New Subdivision of blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, except Blocks 57 and 58; thence north along said west line of Lot 5 in Block 67 of Canal Trustees' New Subdivision and along the northerly extension thereof to the north line of West Roosevelt Road; thence east along said north line of West Roosevelt Road to the west line of South Desplaines Street; thence north along said west line of South Desplaines Street to the north line of West DeKoven Street; thence west along said north line of West DeKoven Street to the east line of the west 10.8 feet of Lot 10 in Block 14 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; thence north along said east line of the west 10.8 feet of Lot 10 in

Block 14 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition and along the northerly extension thereof to the south line of Lot 7 in said Block 14 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition, said south line of Lot 7 being also the north line of the alley north of West DeKoven Street; thence west along said north line of the alley north of West DeKoven Street to the west line of said Lot 7 in Block 14 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition; thence north along said west line of Lot 7 in Block 14 and along the northerly extension thereof to the north line of West Taylor Street; thence west along said north line of West Taylor Street to the west line of Lot 22 in Block 15 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition; thence north along said west line of Lot 22 in Block 15 and along the northerly extension thereof and along the west line of Lot 11 in said Block 15 to the south line of vacated West Arthington Street; thence north along a straight line, crossing vacated West Arthington Street, to the southwest corner of Lot 6 in said Block 15 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition; thence north along the west line of said Lot 6 and along the west line of Lot 22 in Block 16 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition to the south line of West Cabrini Street; thence north along a straight line, crossing West Cabrini Street, to the southwest corner of Lot 11 in said Block 16 in the subdivision of Blocks 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 and 64 in the School Section Addition; thence north along the west line of said Lot 11 in Block 16 and along the west line of Lot 6 in said Block 16 and along the northerly extension thereof to the north line of West Polk Street; thence east along said north line of West Polk Street to the west line of Lot 36 in S. W. Rawson's Subdivision of Block 17 in the School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; thence north along said west line of Lot 36 in S. W. Rawson's Subdivision and along the northerly extension thereof to a point on the south line of Lot 27A in said S. W. Rawson's Subdivision, said point being 3.74 feet west of the southeast corner of said Lot 27A; thence continuing north along the west line of the east 3.74 feet of Lot 27A in said S. W. Rawson's Subdivision and along the northerly extension thereof and along the east line of the west 6.62 feet of Lot 5A in said S. W. Rawson's Subdivision and along the northerly extension thereof and along the west line of Lot 46 in J. W. Hedenberg's Subdivision of Block 18 of the School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian and along the northerly extension of said west line of Lot 46 to the centerline of West Vernon Place; thence east along said centerline of West Vernon Place to the southerly extension of the east line of the west 11 feet of Lot 23 in said J. W. Hedenberg's Subdivision of Block 18 of the School Section Addition; thence north along said southerly extension and the east line of the west 11 feet of Lot 23 in said J. W. Hedenberg's Subdivision of Block 18 of the

School Section Addition and along the northerly extension thereof to the centerline of the alley lying north of and adjoining said Lot 23; thence west along said centerline of the alley lying north of and adjoining Lot 23 in J. W. Hedenberg's Subdivision to the southerly extension of the west line of the east 5.00 feet of Lot 11 in said J. W. Hedenberg's Subdivision; thence north along said southerly extension and the west line of the east 5.00 feet of Lot 11 in said J. W. Hedenberg's Subdivision and along the northerly extension thereof to the north line of West Harrison Street; thence east along said north line of West Harrison Street to the northerly extension of the east line of Lot 1 in Alvah S. Green's Subdivision of Block 42 in the School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, said east line of Lot 1 being also the west line of South Clinton Street; thence south along said northerly extension to the south line of West Harrison Street; thence east along said south line of West Harrison Street to the point of beginning, all in the City of Chicago, Cook County, Illinois.

(Sub)Exhibit "B-1".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Legal Description Of Home Depot Property.

A tract of land in the northwest quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, including within its boundaries, a part of Lot 3, all of Lot 4 and a part of Lot 5 in the resubdivision of Lots 9, 10 and 11 in Block 3 of Brainard and Evans' Addition to Chicago, together with a part of Lots 12 through 16, inclusive, in Block 3 of Brainard and Evans' Addition to Chicago, together with vacated 12th Place lying south of said Block 3, together with John Evans' Subdivision of Block 4 of Brainard and Evans' Addition to Chicago, together with the vacated alley lying within said Block 4, together with vacated 13th Street lying south of said Block 4, together with the resubdivision of Block 9 in Brainard and Evans' Addition to Chicago, together with the vacated alley lying within said Block 9, all taken as one tract and more particularly described as follows:

beginning at the southwest corner of said Block 9; thence north 00 degrees, 00 minutes, 00 seconds west along the east line of Jefferson Street, a distance of 613.90 feet; thence south 89 degrees, 53 minutes, 40 seconds east, 334.04 feet to the west line of Clinton Street; thence south 00 degrees, 00 minutes, 16 seconds west along said west line, 615.95 feet to the southeast corner of the

resubdivision of Block 9 in Brainard and Evans' Addition to Chicago; thence north 89 degrees, 32 minutes, 31 seconds west along the south line of said resubdivision of Block 9, a distance of 334.00 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Numbers:

17-21-102-020-0000 (part of)

17-21-102-021-0000 (part of)

17-21-107-026-0000; and

17-21-110-018-0000.

(Sub)Exhibit "D-1".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Project Budget.

Land Acquisition	$16,670,000
Construction	7,447,600
Site Preparation, Demolition and Remediation	5,275,000
Fixtures, Fittings and Equipment	1,425,000
Architectural and Engineering	567,400
Additional Equipment	350,000
Legal Costs	260,000
TOTAL PROJECT COSTS:	$31,995,000

(Sub)Exhibit "D-2".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Construction (M.B.E./W.B.E.) Budget.

Construction	$ 7,447,600
Site Preparation, Demolition and Remediation	5,275,000
Architectural and Engineering	567,400
Legal Costs	260,000
TOTALS COSTS:	$13,550,000

Initial Project M.B.E. Dollar Value	M.B.E. Total:	$13,550,000 x 24% = $3,252,000
Initial Project W.B.E. Dollar Value	W.B.E. Total:	$13,550,000 x 4% = $ 542,000

(Sub)Exhibit "E".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

T.I.F.-Funded Improvements.

Line Item	Cost
Land Acquisition	$16,670,000
Site Preparation, Demolition and Remediation	5,275,000
TOTAL:	$21,945,000

(Sub)Exhibit "G".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Approved Prior Expenditure.

Line Item	Name Of Firm	Contract Price	Previously Paid	Amount Of This Payment	Balance To Become Due
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total:		$_____	$_____	$_____	$_____

(Sub)Exhibit "H".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Permitted Liens.

1. Liens or encumbrances against the Property (and related improvements):

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property (and related improvements), if any:

None.

(Sub)Exhibit "I".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Form Of Opinion Of Developer's Counsel.

[To Be Retyped On Developer's Counsel's Letterhead]

_____, 2006.

City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Home Depot, U.S.A., Inc., a Delaware corporation (the "Developer"), in connection with the construction of certain improvements on _____ located in the Jefferson/Roosevelt Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Home Depot, U.S.A., Inc. Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City"); and

(b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) ____ Certification of Incorporation, as amended to date, (ii) Bylaws, (iii)

qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its own business as presently conducted, and is in good standing and duly qualified to do business as a foreign organization under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Certificate of Incorporation or Bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of any lender providing lender financing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies the shareholders of Developer and the number of shares held each shareholder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the equity of Developer. Each outstanding share of Developer is duly authorized, validly issued, fully paid and non-assessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and

other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America or the laws of the State of Illinois or laws of the State of Delaware relating to corporations.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With Home Depot, U.S.A., Inc.)

Public Benefits Program.

Notwithstanding anything to the contrary set forth in Section 8.20 of this

Agreement, City and Developer hereby acknowledge and agree that in lieu of Developer undertaking its own Public Benefits Program in accordance with the terms of Section 8.20, and in full satisfaction of all of Developer's obligations under Section 8.20 of this Agreement, Developer shall, on the Closing Date, make a one-time monetary contribution in the amount of Twenty-Five Thousand and no/100 Dollars ($25,000.00) to the After School Matters Program (or in the event such Public Benefits Program has been discontinued prior to the Closing Date, then to a comparable Public Benefits Program or to such other on-going Public Benefits Programs as directed by the City), provided further, however, in no such event shall Developer's monetary contributions to such Public Benefits Program exceed, in the aggregate, the sum of Twenty-Five Thousand and no/100 Dollars ($25,000.00).

(Sub)Exhibit "N".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

City Funds Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, Home Depot, U.S.A., Inc., a Delaware corporation (the "Developer"), hereby certifies that with respect to that certain Home Depot South Loop Redevelopment Agreement between the Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made.

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

$_____

C. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

$_____

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

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

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

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

Home Depot, U.S.A., Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

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

_____

My commission expires: _____.

(Sub)Exhibit "B-2".
(To Redevelopment Agreement With
Home Depot, U.S.A., Inc.)

Site Plan For The Project.

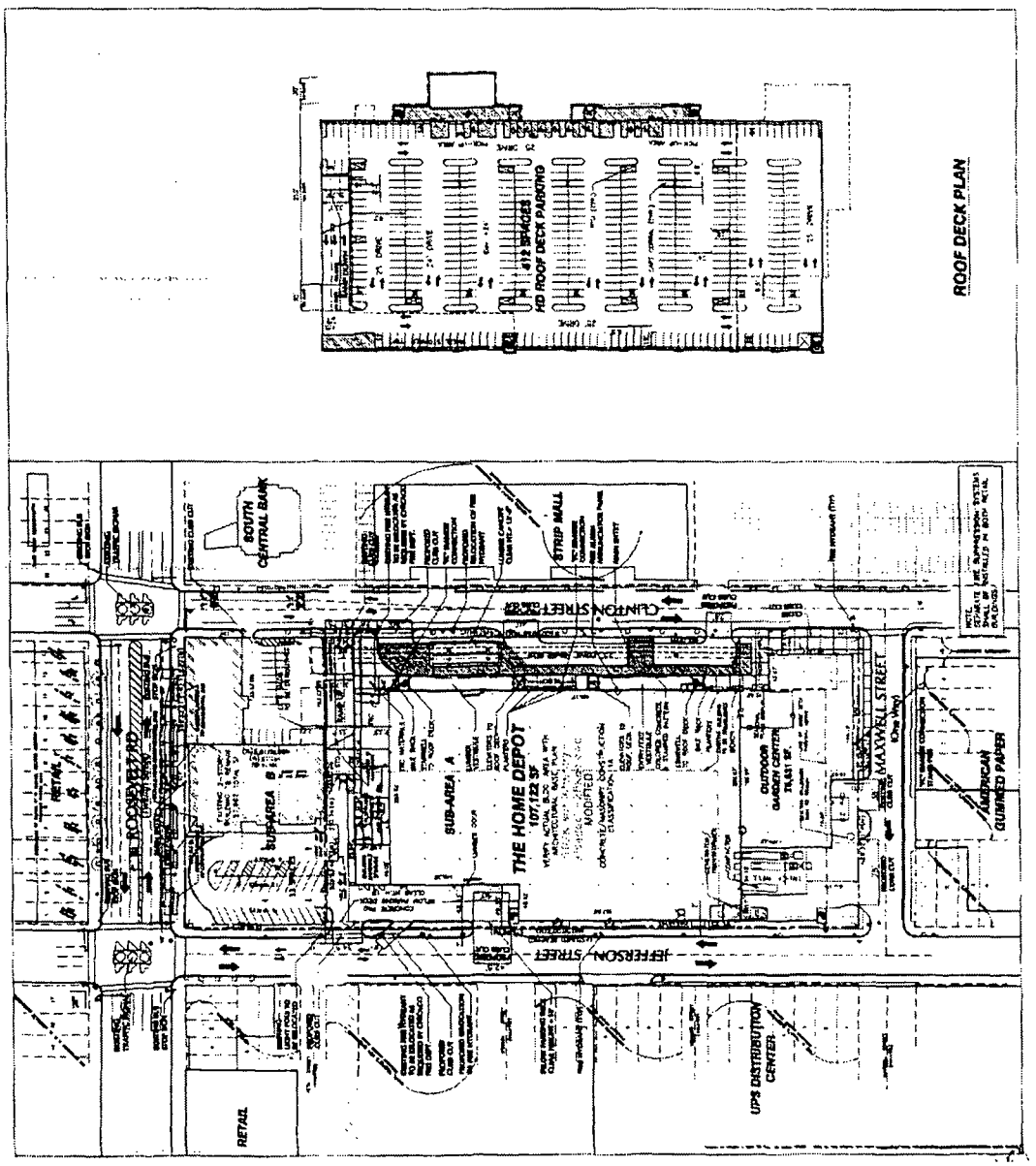

Exhibit "B".
(To Ordinance)

Registered
Number R-1

Maximum Amount
Not To Exceed
$5,400,000

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note (Home Depot U.S.A., Inc. South Loop Redevelopment Project), Taxable Series A.

Registered Owner: Home Depot U.S.A., Inc.

Interest Rate: Seven and zero-tenths percent (7.0%) per annum

Maturity Date: December 31, 2024

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the Ordinance hereinafter referred to up to the principal amount of Five Million Four Hundred Thousand Dollars ($5,400,000) and to pay the Registered Owner or registered assigns 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 three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on accrued but unpaid interest on this Note shall accrue at the Interest Rate per year specified above beginning in January of each year until paid. Principal of and interest on this Note are payable in February of each year from the percentage of Available Incremental Taxes as provided in the Redevelopment Agreement (hereinafter defined), to be applied first to accrued and unpaid interest and the balance to principal.

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 fifteen (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal 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.

This Note is issued by the City in fully registered form in the aggregate principal amount of advances made from time to time by Home Depot U.S.A., Inc. a Delaware corporation, (the "Developer"), of up to Five Million Four Hundred Thousand Dollars ($5,400,000) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer in connection with the redevelopment of property in the Jefferson/Roosevelt Redevelopment Project Area (the "Project Area") in the City, with such redevelopment work and related construction being defined as the "Project", 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.) as amended (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) as amended and an ordinance adopted by the City Council of the City on _____, 2006 (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, T.I.F. Act and the Ordinance, in order to pay the principal of and interest of the Note. The revenues so pledged are described in the Redevelopment Agreement (hereinafter defined) as "Available Incremental Taxes". Reference is hereby made to the aforesaid Ordinance 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 the Note and the terms and conditions under which the Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From The Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Of Or Interest On This Note.

The principal of this Note is subject to prepayment and redemption at any time without premium or penalty.

This Note is transferable with the consent of the City 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 (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment or redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment or 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 _____ __, 2006 (the "Redevelopment Agreement") between the City and Developer, Developer has agreed to construct the Project and to advance funds for the incursion under the T.I.F. Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of Five Million Four Hundred Thousand Dollars ($5,400,000) shall be deemed to be a disbursement of the proceeds of this Note and the outstanding principal amount of this Note shall be increased by the amount of each such advance from time to time. The principal amount outstanding of this Note shall be the sum of advances made pursuant to certificates of expenditure ("Certificates of Expenditure") executed by the City in accordance with the Redevelopment Agreement, minus any principal amount paid on this Note. The City shall not execute Certificates of Expenditure with respect to this Note that total in excess of Five Million Four Hundred Thousand Dollars ($5,400,000). The principal amount of this Note may be reduced as provided in the Redevelopment Agreement.

Pursuant to Sections 4.03 and 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate and suspend payments of principal of and interest on this Note upon the occurrence and continuance of certain events, as described in the Redevelopment Agreement. Such right shall survive any transfer of this Note by the Registered Owner.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any

constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 20__.

_____
Mayor

[Seal]

Attest:

_____
City Clerk

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

Certificate
Of
Authentication

This Note is described in the within mentioned Ordinance and is the Five Million Four Hundred Thousand Dollar ($5,400,000) Tax Increment Allocation Revenue Note (Home Depot U.S.A., Inc. Redevelopment Project), Taxable Series A, of the City of Chicago, Cook County, Illinois.

_____
Comptroller

Date: _____

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____
Registered Owner

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to as of: _____

City of Chicago, Illinois

By: _____

Title: _____, Department of
Planning and Development

Exhibit C.
(To Ordinance)

Certificate Of Expenditure.

_____, ____

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
$5,400,000 Tax Increment Allocation Revenue Note
(Home Depot U.S.A., Inc. South Loop Redevelopment Project),
Taxable Series A (the "Redevelopment Note")

This Certificate is submitted to you, as 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 _____, 2006 (the "Ordinance"). All terms used herein shall have the same meanings 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 payments made on the Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, _____.

City of Chicago

By: _____, Commissioner,
Department of Planning
and Development

Authenticated By:

_____
Registrar

DESIGNATION OF JFA REAL ESTATE, L.L.C. AND JAYS FOODS, INC. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR REHABILITATION OF MANUFACTURING AND WAREHOUSING FACILITIES AT 825 AND 1001 EAST 99TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Jays Foods Incorporated, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

Alderman E. Smith 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 June 10, 1998 and published at pages 70210 through 70340 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Stony Island Commercial/Burnside Industrial Corridors 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 June 10, 1998 and published at pages 704341 through 70353 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70354 through 70366 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred in the Area pursuant to the Plan; and

WHEREAS, JFA Real Estate, L.L.C., an Illinois limited liability company (the "Owner"), owns, in fee simple, certain real property commonly referred to as "825 East 99th Street" and "1001 East 99th Street" that both are located within the Area (collectively, the "Property"), and proposes to commence and complete rehabilitation of approximately two hundred thirty thousand (230,000) square feet of manufacturing and warehousing facilities thereon (the "Project"), and to lease the Property and the Project to Jays Foods, Inc., a Delaware corporation (the "Tenant") for its use in food and snack manufacturing, warehousing and distribution (Owner and Tenant, collectively, the "Company"); and

WHEREAS, The Company 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 Company and the City, including but not limited to the completion of the Project; and

WHEREAS, Pursuant to Resolution 06-CDC-08, adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 10, 2006, the Commission recommended that the Tenant be designated as the developer for the Project and that the City's Department of Planning and Development ("D.P.D.") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Tenant for the Project; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 06-CDC-08, the Commission has recommended that the Tenant be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Tenant for the Project; now, therefore,

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

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

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

Jays/JFA Redevelopment Agreement

By And Between

The City Of Chicago

And

Jays Foods, Inc. And JFA Real Estate, L.L.C.

This Jays/JFA Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2006 by and among the City of

Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), Jays Foods, Inc., a Delaware corporation (the "Developer") and JFA Real Estate, L.L.C., an Illinois limited liability company ("Owner").

Recitals.

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

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 10, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Stony Island Commercial Burnside Industrial Corridors Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project. The Owner has purchased certain property located within the Redevelopment Area at 825 East 99th Street and at 1001 East 99th Street, Chicago, Illinois 606__ and legally described on(Sub) Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of approximately two hundred thirty thousand (230,000) square feet of manufacturing and warehouse facilities (the "Facility") thereon. Owner leased the Property and the Facility to the Developer in that certain Industrial Lease Agreement ("Lease Agreement") effective as of April 1, 2005 by and between the Owner and Developer.

The purposes of the rehabilitation are to modernize the existing food and snack manufacturing plant and to convert an existing warehouse for food product distribution and warehousing use. This work will include mechanical, architectural and electrical upgrades (including an Energy Star-rated roofing treatment), production flow improvement equipment, truck and other vehicle access improvements, a new truck dock, a conveyor system and tunnel between the two (2) buildings, and related matters. The Facility and related improvements (including but not limited to those T.I.F.-Eligible Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing. The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available Incremental Taxes (as defined below) to pay for or reimburse the Owner, who shall deliver the funds to the Developer, for the costs of T.I.F.-Eligible Improvements pursuant to the terms and conditions of this Agreement.

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

"Actual residents of the City" shall have the meaning set forth in Section 10.02 hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer or Owner, as applicable.

"Available Incremental Taxes" shall mean an amount equal to the Incremental Taxes deposited in the Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area T.I.F. Fund as of June 30 in the calendar year during which a Requisition Form is received by the City, less the sum of the Stony Island Commercial/Burnside Industrial Corridors Administration Fee arising during the same calendar year and the amount of Annual Incremental Taxes that are necessary to pay principal of and interest on the S.B.I.F. Note Obligations and the Greenwood Note Obligations, and to pay the tax increment obligations of the W.V.O.N. Obligations arising during the same calendar year, if any.

"Certificate" shall mean the certificate of completion of rehabilitation described in Section 7.01 hereof.

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

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

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commissioner" shall mean the Commissioner of the City's Department of Planning and Development.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, that has been entered into between the Owner and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

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

"Environmental Laws" shall mean any and all federal, state or local statutes,

laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11- 4-1560.

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

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow for the Project.

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

"Facility" shall have the meaning set forth in the recitals hereof.

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

"General Contractor" shall mean DSI Group, Inc., the general contractor hired by the Owner pursuant to Section 6.01.

"Greenwood Note Obligations" shall mean those repayment terms and conditions placed on the City Note referenced in that Redevelopment Agreement entered into on July 11, 2002 by and among the City, Greenwood Associates Limited Partnership, and First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) as Trustee Under Trust Agreement dated August 15, 1995 and known as Trust Number 10-1959.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law,

or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. 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 Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area T.I.F. Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Later Period" shall have the meaning set forth in Section 8.06 hereof.

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

"Letter of Credit" shall mean an irrevocable standby Letter of Credit in favor of the City in the initial amount of One Million Dollars ($1,000,000), from a financial institution acceptable to the City, stating that the City may draw upon it, in its sole discretion, any time after the Closing Date and before that date that is ten (10) years after the date of issuance of the Certificate, as and to the extent necessary to remedy any Event of Default under this Agreement or to reimburse the City for any costs or losses it incurs in connection with any Event of Default under this Agreement. Notwithstanding anything to the contrary herein, after the fifth (5th) anniversary date of the issuance of the Certificate, the Letter of Credit shall decline by Two Hundred Thousand and no/100 Dollars ($200,000.00) per annum, and shall no longer be required after it reaches a balance of Zero and no/100 Dollars ($0.00).

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

"M.B.E./W.B.E. Budget" shall mean the budget attached hereto as (Sub)Exhibit H-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Section 16 hereof.

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

"Occupancy Period" shall mean the period of time commencing on the date of issuance of the Certificate and continuing for ten (10) years thereafter.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Section 16 hereof.

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

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the recitals hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer and Owner to D.P.D., in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as (Sub)Exhibit L, to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

"S.B.I.F. Note Obligations" shall mean those repayment terms and conditions stated in that Tax Increment Allocation Revenue Note (Stony Island Commercial and Burnside Industrial Corridors Redevelopment Project) Taxable Series 2001 made by the City to Advance Bank on January 9, 2001, and the City ordinance referenced therein.

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

"Stony Island Commercial/Burnside Industrial Corridors Administration Fee" shall mean five percent (5%) of the Incremental Taxes.

"Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 31, 2018.

"T.I.F. Adoption Ordinance" shall have the meaning set forth in the recitals hereof.

"T.I.F.-Eligible Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement (Sub)Exhibit C lists the T.I.F.-Eligible Improvements for the Project.

"T.I.F. Ordinances" shall have the meaning set forth in the recitals hereof.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Owner 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.

"W.A.R.N. Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"W.V.O.N. Obligations" shall mean those City Funds payment terms set forth in that W.V.O.N. Redevelopment Agreement entered into on July 17, 2006 by and between the City and Midway Broadcasting Corporation.

Section 3.

The Project.

3.01 The Project.

The Developer and Owner have commenced construction of the Project and intend to complete construction and have Developer conduct business operations therein no later than December 31, 2006, subject to the provisions of Section 18.17 of this Agreement. The Project shall be carried out substantially in accordance with the Plans and Specifications for the Project.

3.02 Scope Drawings And Plans And Specifications.

The Developer and Owner have delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer and Owner shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget.

The Developer and Owner have furnished to D.P.D. and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Twenty-three Million Seven Hundred Ninety-three Thousand Four Hundred Ten Dollars ($23,793,410). The Developer and Owner hereby certify to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs, and (b) the Project Budget is true, correct and complete in all material respects. The Developer and/or Owner shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer and/or Owner to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order (or combination of Change Orders) relating to any of the following must be submitted by the Developer or Owner to D.P.D. for D.P.D.'s prior written approval: (a) a cumulative reduction of five percent (5%) or more in the gross or net square footage of the Facility; (b) a cumulative increase of five percent (5%) or more in the Project Budget; (c) a change in the use of the Property to a use other than food and snacks manufacturing, warehousing and distribution, and administrative offices for same; or (d) a delay in the completion of the Project by more than six months past December 31, 2006. The Developer and Owner 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 of D.P.D.'s written approval (to the extent required in this section).

3.05 D.P.D. Approval.

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

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's or Owner's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Neither the Developer nor Owner shall not commence construction of the Project until the party has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports And Survey Updates.

The Developer and/or Owner shall provide D.P.D. 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 D.P.D.'s written approval pursuant to Section 3.04). The written quarterly

progress reports shall include duplicates of applicable support documentation verifying the disbursement and receipt of overall Project funds (i.e. invoices, canceled checks, partial and final waivers-of-lien, et cetera). Developer and/or Owner shall also provide monthly reports to D.P.D. on M.B.E./W.B.E. utilization, prevailing wage and City residency based on expenditures to-date, which report shall include, if applicable, a plan by the Owner and Developer to address any shortfalls. The City retains the right to review construction-related draw requests which must be accompanied by, among other things, invoices, canceled checks, lien waivers owner's sworn statement, general contractor's sworn statement and M.B.E./W.B.E. subcontractor contract amounts and certification letters as a prerequisite to disbursement. The Developer shall provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. 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 the Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Owner 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. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

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

3.11 Utility Connections.

The Owner and Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the

perimeter of the Property, provided the Developer and Owner first comply with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Owner and 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 ("Total Project Cost") is estimated to be not less than Twenty-three Million Seven Hundred Ninety-three Thousand Four Hundred Ten Dollars ($23,793,410) to be applied in the manner set forth in the Project Budget. Such Total Project Cost shall be funded from the following sources only:

Equity and/or Lender Financing (subject to Section 4.05(a))	$23,793,410
Estimated Total Projections Costs:	$23,793,410

4.02 Developer/Owner Funds.

Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses Of City Funds. City Funds may only be used to reimburse the Owner (which Owner will promptly transfer to Developer upon receipt, as set forth in Section 4.04 herein) and Developer for costs of T.I.F.-Eligible Improvements that constitute Redevelopment Project Costs (Sub)Exhibit C sets forth, by line item, the T.I.F.-Eligible Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein (subject to

Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. Except for the Initial City Funds Payment, City Funds shall not be paid to the Owner for benefit of the Developer hereunder prior to the issuance of a Certificate.

(b) Sources and Amount 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 maximum amount described directly below (the "City Funds") to pay for or reimburse the Owner (for the benefit of Developer) or Developer for the costs of the T.I.F.-Eligible Improvements:

Source Of City Funds	Maximum Amount
Available Incremental Taxes	the lesser of: (i) Four Million Five Hundred Thousand Dollars ($4,500,000), (ii) eighteen and nine-tenths percent (18.9%) of the Total Project Costs, or (iii) one hundred percent (100%) of the costs of the T.I.F.-Eligible Improvements;

provided, however, that the amount of City Funds available from time to time to pay costs related to T.I.F.-Eligible Improvements is contingent upon the sufficiency at that time of Available Incremental Taxes in the Stony Island Commercial/Burnside Industrial Corridors Redevelopment Project Area T.I.F. Fund.

(c) Unavailability Of City Funds. The City is not obligated to pay the Owner (for the benefit of the Developer) or Developer in any year in which there are no City Funds. If, at the end of the Term of the Agreement, any outstanding obligation of City Funds exists (the "Outstanding Amount"), the Outstanding Amount shall be forgiven in full by the Owner and Developer, and the City shall have no obligation to pay the Outstanding Amount after the end of the Term of the Agreement.

4.04 Payment Of City Funds; Requisition Form.

(a) Initial City Funds Payment. Within thirty (30) days after the Closing Date of this Agreement, the City shall pay Owner for the benefit of Developer an amount of City Funds not to exceed One Million Dollars ($1,000,000), provided that:

(i) T.I.F.-Eligible Expenditures incurred by Owner and/or Developer prior to the Closing Date equal or exceed One Million Dollars ($1,000,000) and that Owner and/or Developer has provided D.P.D. with a Requisition Form on the Closing Date in the form set forth in (Sub)Exhibit L hereto documenting same, along with the other documentation described therein, and

(ii) the Developer has provided the City with the Letter of Credit.

(b) Additional City Funds Payments. After the issuance of the Certificate and thereafter throughout the earlier of (i) the Term of the Agreement or (ii) the date that the City Funds obligation has been paid in full under this Agreement, the City shall pay Owner, for the benefit of Developer, an amount of City Funds once annually on or about the next February 1 to occur following the City's receipt, not later than October 1 of the prior year, of a properly completed Requisition Form along with the documentation described therein.

The amount of City Funds paid on each such occasion shall not exceed the amount set forth on the respective Requisition Form, and is further limited to a maximum amount which shall be the lesser of:

(i) Three Million Five Hundred Thousand Dollars ($3,500,000) divided by the number of collection years remaining prior to the expiration of the Redevelopment Project Area, when measured at the time of issuance of the Certificate;

(ii) fourteen and seven-tenths percent (14.7%) of total actual Project costs less the actual closing payment made by the City, divided by the number of collection years remaining prior to the expiration of the Redevelopment Project Area, when measured at the time of issuance of the Certificate; or

(iii) actual certified T.I.F.-eligible expenses incurred in connection with the Project less the actual closing payment made by the City, divided by the number of collection years remaining prior to the expiration of the Redevelopment Project Area, when measured at the time of issuance of the Certificate.

Each Requisition Form shall contain as part thereof certifications as to continuing operations and compliance generally with this Agreement. At the request of D.P.D., the Developer shall meet with D.P.D. to discuss any Requisition Form(s) delivered to D.P.D.. Notwithstanding anything herein to the contrary, the Owner and the Developer may submit a properly completed Requisition Form at Closing for payment of City Funds on or about the next February 1 to occur.

(c) Owner To Receive City Funds For Developer. By execution of this Agreement, Owner, on behalf of itself and its successors and assigns, hereby

disclaims, waives and releases any right, title or interest in the City Funds and any right to ever retain any payment of City Funds made to it for the benefit of the Developer. The parties acknowledge and agree that the City Funds will be initially paid to Owner because it is Owner that is incurring T.I.F.-Funded Costs that are reimbursable under the Act, but that Owner, as a material inducement to Developer's execution of the lease for the Project and this Agreement, hereby covenants to transfer the City Funds to Developer promptly upon receipt of such City Funds, and further covenants not to offset or withhold any of said City Funds against any obligation Developer then may have or owe to Owner, whether arising under the lease for the Project or otherwise.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Owner or Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Eligible Improvements shall not be reimbursed to the Owner for benefit of the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Owner and Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Eligible Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed Twenty-five Thousand Dollars ($25,000) or One Hundred Thousand Dollars ($100,000) in the aggregate, may be made without the prior written consent of D.P.D.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Eligible Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Owner and Developer shall be solely responsible for such exceeds cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Eligible Improvements in excess of City Funds and of completing the Project.

4.07 Conditional Grant.

The City Funds being provided hereunder are being granted on a conditional basis, subject to the Owner's and the Developer's compliance with the provisions of this Agreement.

4.08 Costs Of Issuance.

The Developer shall be responsible for paying all costs relating to the recordation of this Agreement, the issuance of the Letter of Credit, and for the opinion described in Section 5.09 hereof.

Section 5.

Conditions Precedent.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget.

The Owner and Developer have submitted to D.P.D., and D.P.D. has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawing And Plans And Specifications.

The Owner and Developer have submitted to D.P.D. and D.P.D. has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Owner and Developer 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 D.P.D.

5.04 Financing.

The Owner and Developer have furnished proof reasonably acceptable to the City that there are Equity and Lender Financing in the amounts set forth in

Section 4.01 hereof to complete the Project and satisfy the obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Owner and/or Developer, as applicable, has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Owner and/or Developer, as applicable, has delivered to D.P.D. a copy of the construction escrow agreement, if any, entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, the Owner has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Owner as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Owner has provided to D.P.D., on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under each of the Owner's and Developer's names (and the following trade names of the Developer: Jay's Potato Chips) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search

Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United State District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgment

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

5.07 Surveys.

The Owner has furnished the City with three (3) copies of the Survey.

5.08 Insurance.

The Owner and the Developer, as applicable, 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 D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Owner and Developer have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements.

The Developer has provided Financial Statements to D.P.D. for its most recent fiscal year and the two (2) prior fiscal years thereto and audited or unaudited interim financial statements for the current fiscal year.

5.12 Documentation.

The Owner and Developer shall have provided evidence satisfactory to D.P.D., in its sole discretion, with respect to their ability to satisfy M.B.E./W.B.E. and City resident employment standards. Such documentation shall include, without limitation, an M.B.E./W.B.E. utilization plan, including Schedules C and D and evidence of the General Contractor's having met with, and having provided bid documents to, applicable M.B.E./W.B.E. contractors and subcontractors.

5.13 Environmental.

The Owner has provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property and any P.hase II environmental audit with respect to the Property required by the City. The Owner has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement.

Each of the Owner and the Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; Articles of Organization; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the entity is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; operating agreement; and such other corporate and limited liability company documentation as the City has requested. The Owner and the Developer have provided to the City Economic Disclosure Statements, in the City's then current form, dated or recertified as of the Closing Date.

5.15 Litigation.

The Developer has provided to Corporation Counsel and D.P.D., a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Leases.

The Owner has provided D.P.D. a copy of any leases (executed or proposed) for the Facility.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

The Owner has entered into an agreement with DSI Group, Inc. as its General Contractor for construction of the Project. The Owner hereby covenants that it 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 D.P.D. for its inspection and written approval. (i) For the T.I.F.-Eligible Improvements, the Owner shall cause the General Contractor to select the subcontractors submitting the lowest responsible bids that can complete the Project in a timely manner. If the General Contractor selects any subcontractor submitting other than the lowest responsible bid for the T.I.F.-Eligible Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the T.I.F.-Eligible Improvements, if the General Contractor selects any subcontractor that has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Owner shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Eligible Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The Owner 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 D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

The Owner has delivered to D.P.D. a copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, and D.P.D. has approved same.

6.03 Performance And Payment Bonds.

Prior to the commencement of any portion of the Project which includes work on the public way, the Owner shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as (Sub)Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity.

The Owner shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. 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 T.I.F.-Eligible Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction.

Upon proof provided to D.P.D.'s satisfaction of:

(i) completion of the construction of the Project in accordance with the terms of this Agreement;

(ii) certificate of occupancy for the Facility;

(iii) the establishment of operations by Developer in the Facility in accordance with the terms of this Agreement;

(iv) Developer and Owner having met or exceeded the M.B.E., W.B.E., prevailing wage and City residency requirements of this Agreement;

(v) the actual Total Project Costs of the Project;

(vi) the actual total T.I.F.-Eligible Improvements expenditures incurred by Owner and/or Developer;

(vii) cancelled checks and lien waivers for all amounts referenced in subsections (v) and (vi) above; and

(viii) upon the Owner's or Developer's written request,

then D.P.D. shall issue to the Owner and Developer a Certificate in recordable form certifying that the Owner and Developer have fulfilled their obligations to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Owner or Developer in order to obtain the Certificate. The Owner or Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations; Subordination Of Leasehold Interest.

The Certificate relates only to the construction of the Project and, upon its issuance, the City will certify that the terms of the Agreement specifically related to the Owner's and the Developer's obligation to complete such activities have been satisfied. Except as provided herein, after the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Project completion) and Section 8.19(c) (property taxes) as covenants that run with the land (the "City Encumbrances") are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a

Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

Owner and Developer agree that, notwithstanding anything in the Lease Agreement to the contrary, the City Encumbrances shall, upon the recording of this Agreement, be superior to Developer's rights under the leasehold estate created by the Lease Agreement, regardless whether the Lease Agreement was entered into and record notice thereof recorded prior to the recording of this Agreement. Further, Developer and Owner hereby subordinate the Lease Agreement and Developer hereby subordinates its leasehold estate under the Lease Agreement to the City Encumbrances. However, nothing in this Agreement creates, nor shall be deemed to create, either (a) a City lien or encumbrance capable of being legally foreclosed or otherwise enforced under any applicable Illinois law so as to extinguish Developer's rights as tenant under the Lease Agreement, or (b) a City right to terminate the Lease Agreement or to otherwise disturb Developer's right of possession as tenant under the Lease Agreement.

7.03 Failure To Complete.

If the Owner and Developer fail to complete the Project by the date set forth for completion in Section 3.01 hereof (e.g., December 31, 2007) or any date beyond this in the sole discretion of the Commissioner of D.P.D. in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those T.I.F.-Eligible Improvements that are public improvements and to pay for the costs of T.I.F.-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Eligible Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Eligible Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the Bonds.

7.04 Notice Of Expiration Of Terms Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Owner and the Developer, at either party's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Owner and/or Developer, as applicable, represents, warrants and covenants for itself only, and not with respect to the other party, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Jays Foods, Inc. is a Delaware corporation and JFA Real Estate, L.L.C. is an Illinois limited liability company, both of which are duly organized, validly existing, qualified to do business in its state of incorporation and in Illinois, and licensed to do business in any other state; where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Owner and Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Owner and the Developer of this Agreement has been duly authorized by all necessary corporate and company action, and does not and will not violate its Articles of Incorporation or Articles of Organization or 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 the Owner or Developer is now a party or by which the Owner or Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Owner shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Owner or Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Owner and Developer is each now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature; (f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the

Owner or Developer which would impair its respective ability to perform under this Agreement;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Owner or Developer which would impair its respective ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, neither the Owner nor the Developer shall not do any of the following without the prior written consent of D.P.D.: (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 the party's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the party's financial condition;

(k) neither the Owner nor the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement

or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Owner nor the Developer nor any affiliate of the either. is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate", when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Owner's and Developer's receipt of all required building permits and governmental approvals, the Owner and Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Owner 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.

8.03 Redevelopment Plan.

The Owner and Developer represent that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to the Owner (for the benefit of the Developer) or Developer shall be used by the Owner or Developer solely to reimburse the Owner (for the benefit of the Developer) or Developer for its payment for the T.I.F.-Eligible

Improvements as provided in this Agreement. Owner covenants not to offset or withhold any of said City Funds against any obligation Developer then may have or owe to Owner, whether arising under the lease or otherwise.

8.05 Other Bonds.

The Owner and Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the T.I.F.-Eligible Improvements ("Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Owner, the Developer or the Project. The Developer shall, at no expense to the Developer, cooperate and provide reasonable assistance in connection with the marketing of any such Other 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 Covenants To Operate The Facility, Create And Retain Jobs, And Remain In The City.

(a) From the first (1st) day of its occupancy of the Facility, and continuing until the tenth (10th) anniversary of the issuance of the Certificate, the Developer hereby covenants and agrees to continuously occupy and operate one hundred percent (100%) of the Facility as an integral part of its primary food and snack manufacturing, warehousing and distribution business. Each January during this period, the Developer shall provide D.P.D. an affidavit certifying to its continuing observance of the above covenant. (The affidavit may be combined with the public benefits compliance report required at Section 8.20 hereof.)

(b) Developer hereby covenants to use good faith and commercially reasonable efforts to employ not fewer than four hundred ten (410) full-time equivalent (two thousand (2,000) hours per year) permanent jobs that are primarily located at the Facility, within one (1) year from the date of Developer's receipt of the Certificate until the tenth (10th) anniversary of such issuance. Notwithstanding anything to the contrary herein, Developer's failure under this subsection shall not be an Event of Default.

(c) Developer hereby covenants to continuously employ not fewer than three hundred fifty (350) full-time equivalent (two thousand (2,000) hours per year), permanent jobs that are primarily located at the Facility, from the date of issuance of the Certificate until the tenth (10th) anniversary of the issuance of the Certificate;

provided however, that the City grants Developer two (2) (and not more) twelve (12) month non-overlapping periods for which the Developer need employ not fewer than two hundred fifty (250) full-time equivalent, permanent jobs that are primarily located at the Facility. Developer agrees that any default under this subsection 8.06(c) gives the City the immediate right to draw upon the full value of the Letter of Credit, if any, in place as reimbursement of its initial payment of City Funds, in addition to any other remedies available to it under this Agreement.

(d) From the date of Developer's receipt of the Certificate until the tenth (10th) anniversary of such issuance, at the conclusion of each quarter the Developer will promptly provide City with its most recent quarterly statement demonstrating the average number of the full-time equivalent, permanent jobs that are primarily located at the Facility during that time.

(e) The Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Facility until the tenth (10th) anniversary of the issuance of the Certificate.

8.07 Employment Opportunity; Progress Reports.

The Owner covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Owner and 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 monthly until the Project is fully completed. If any such reports indicate a shortfall in compliance, the Owner and Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Owner and Developer shall correct any shortfall.

8.08 Employment Profile.

The Owner shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

The Owner covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed

pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Owner shall provide the City with copies of all such contracts entered into by the Owner or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Owner or the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F-Eligible Improvement. The Owner and Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Owner or Developer and reimbursement to the Owner or Developer for such costs using City Funds, or otherwise), upon, D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, each of the Owner and the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Owner 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 the Owner's or the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure Of Interest.

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

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended 2005 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year during the Term and for such other periods as D.P.D. may request.

8.14 Insurance.

The Owner and Developer, as applicable, at their own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Owner and the Developer agree to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Owner or Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Owner or Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D, evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Owner and the Developer have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Owner's or 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 D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any

material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of each of the Owner's and the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Owner and/or Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then the Subordination Agreement set forth in (Sub)Exhibit O hereto shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Agreement and the Subordination Agreement showing the dates and recording numbers of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Owner and Developer agree to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Owner, the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Owner, the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities

other than the City) relating to the Owner, the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Owner and the Developer have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Owner's and the Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Owner's or Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Owner or Developer has given prior written notice to D.P.D. of the Owner's or Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option,

(i) the Owner Or Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Owner or Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Owner or Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. 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) Owner's Or Developer's Failure To Pay Or Discharge Lien. If the Owner or Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Owner or Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Owner or Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Owner or Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Owner or

Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Owner or Developer to submit to the City audited Financial Statements at the Owner's or Developer's own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Owner nor the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Owner or Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970) for any year that the Redevelopment Plan is in effect.

(ii) Covenant Running With The Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Owner, the Developer and their agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Owner and the Developer agree that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Owner or Developer, its successors or assigns, may waive and terminate the Owner's and Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Public Benefits Program.

The Developer shall undertake the public benefits program as described on (Sub) Exhibit N. Each January during the Term, the Developer shall provide D.P.D. a status report describing in detail the Developer's compliance with the public benefits program. (The report may be combined with the annual operations affidavit required at Section 8.06 hereof.)

8.21 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Owner and the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Owner's and the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof

upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Owner and the Developer, each on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Owner and the Developer operating on the Property (collectively, with the Owner and Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Owner and 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.

Each of the Owner and 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 292-330 of the Municipal Code of Chicago (at least fifty percent (50%) 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 Owner, 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 Owner or 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 Owner, 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 (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. 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 Owner, the Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Owner, 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 D.P.D., affidavits and other supporting documentation will be required of the Owner, 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 Owner, the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in th event that the City has determined that the Owner or the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 multiplied by 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 wilful 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 Owner and the Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 M.B.E./W.B.E. Commitment.

Each of the Owner and the Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. (as set forth in (Sub)Exhibit H-2 hereto) shall be expended for contract participation by M.B.E.s and by W.B.E.s:

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 10.03 only, the Owner and the Developer (and any party to whom a contract is let by the Owner or Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Owner or Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Owner's and the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Owner's or the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Owner or Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Owner or Developer utilizing an M.B.E. or a W.B.E. 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 M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both an, M.B.E. and a W.B.E. shall not be credited more than once with regard to the Owner's and the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago,

the Owner and the Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Owner and the Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Owner or 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 M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Owner's and the Developer's compliance with this M.B.E./W.B.E. commitment. The Owner and the Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project and the City's monitoring staff shall have access to all such records maintained by the Owner and the Developer, on five (5) Business Days notice, to allow the City to review the Owner's and the Developer's compliance with its commitment to M.B.E. or W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Owner and 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 M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Owner and the Developer shall be required to meet with the City's monitoring staff with regard to the Owner's and the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Owner and the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Owner or the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization

for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Owner or the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Owner or the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Owner and the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Owner, the Developer or the General Contractor, or (3) seek any other remedies against the Owner and/or the Developer available at law or in equity.

Section 11.

Environmental Matters.

The Owner and the Developer hereby represent and warrant to the City that the Owner or the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, the Owner and the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Owner or the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Owner or Developer, or any person directly or indirectly controlling, controlled by or under common control with the Owner or the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Owner or Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Owner or the Developer or any of their Affiliates under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Owner and the Developer, as applicable, must provide and maintain, at Owner's or Developer's own expense, as applicable, or cause to be provided and maintained during the Term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Prior To Execution And Delivery Of This Agreement.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (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.

3) All Risk Property.

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

B. Construction.

Prior to the construction of any portion of the Project, Owner and Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as described 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 Five Hundred Thousand Dollars ($500,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than Two Million Dollars ($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.

4) Railroad Protective Liability.

When any work is to be done adjacent to or on railroad or transit property, Developer must provide or cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($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.

5) All Risk/Builders Risk.

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be

provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

6) 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 One Million Dollars ($1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) 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.

8) Contractors Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than One Million Dollars ($1,000,000) per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

C. Post Construction.

All Risk Property Insurance at replacement value of the property to protect against

loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

Other Requirements.

The Owner or Developer, as applicable, must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Owner or Developer, as applicable, must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Owner or Developer is not a waiver by the City of any requirements for the Owner and Developer to obtain and maintain the specified coverages. The Owner and the Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Owner or Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Owner, Developer and Contractors.

The Owner and the Developer hereby waive and agree 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 Owner or Developer in no way limit the Owner's or Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Owner or the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Owner or Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Owner or the Developer must require Contractor and subcontractors to provide the insurance required herein, or the Owner or the Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Owner and Developer unless otherwise specified in this Agreement.

If Owner, Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 13.

Indemnification.

Developer and Owner, jointly and severally, agree to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee", and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered,. incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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

(ii) the Developer's, Owner's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Eligible Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the

Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer, the Owner or any Affiliate of Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer, the Owner or any Affiliate of Developer; or

(iv) the Developer's or Owner's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that neither Developer nor Owner shall have any obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer or Owner shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City has

access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer and Owner hereunder:

(a) the failure of the Developer or Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer or Owner under this Agreement or any related agreement;

(b) the failure of the Developer or Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer or Owner under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's or Owner's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer or Owner to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or Owner or for the liquidation or reorganization of the Developer or Owner, or alleging that either of the Developer or Owner is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's or Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer or Owner; provided, however, that if such

commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer or Owner, for any substantial part of the Developer's or Owner'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 or Owner; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer or Owner 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 Owner;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or Owner or any natural person who owns a material interest in the Developer or Owner, which is not dismissed within thirty (30) days, or the indictment of the Developer or Owner or any natural person who owns a material interest in the Developer or Owner, for any crime (other than a misdemeanor). For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer or Owner shall be one owning in excess of ten percent (10%) of the Developer's or Owner's issued and outstanding shares of stock and/or membership interests; or

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer or Owner without the prior written consent of the City.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and, under certain circumstances set forth in this Agreement, the City may draw on the Letter of Credit. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief, the repayment of City Funds, or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer or Owner shall fail to perform a monetary covenant which the Developer or Owner is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer or Owner has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer or Owner shall fail to perform a non-monetary covenant which the Developer or Owner is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer or Owner has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer or Owner shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 15.03 with respect to the Developer's failure to comply with the requirements of Section 8.06 hereof other than as stated in that section.

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Owner may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Owner may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and between the City and the Owner as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure

or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Owner's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Owner for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Owner's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Owner for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Owner" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Owner's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Owner which accrued prior to the time such party succeeded to the interest of the Owner under this Agreement, in which case the Owner shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Owner's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Owner and Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D.

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

with copies to:

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

If To The Developer:

Jays Foods, Inc.,
In care of Ubiquity Brands
10 South Wacker Drive, Suite 3450
Chicago, Illinois 60606
Attention: Al Eisley

If To The Owner:

JFA Real Estate, L.L.C.,
In care of Structured Development
656 West Randolph Street, Suite 400W
Chicago, Illinois 60661
Attention: Dan Lukas/J. Michael Drew

with copies to:

Acosta, Kruse & Zemenides, L.L.C.
6336 North Cicero Avenue, Suite 202
Chicago, Illinois 60646
Attention: Erika L. Kruse

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 (Sub)Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Owner or Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Owner or Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Owner or 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 the Owner or the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Owner or the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Owner and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City, the Owner or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City, the Owner or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

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

18.08 Headlines.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement

shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

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

18.15 Assignment.

Neither the Owner nor the Developer may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the City. Any successor in interest to the Owner or 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 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. The Owner and the Developer consent to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Owner, the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Owner, the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

None of the City, the Owner, or the Developer nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. 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 the State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgement collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

Each of the Owner and the Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that each 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. Each of the Owner and 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.

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.

Jays Foods, Inc., a Delaware corporation

By: _____

Its: _____

JFA Real Estate, L.L.C., an Illinois limited liability company

By: _____

Its: _____

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Jays Foods, Inc., a Delaware corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the Developer, as his/her 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 _____ of JFA Real Estate, L.L.C., an Illinois limited liability company (the "Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Manager(s)/ Member(s)] of the Owner, as his/her free and voluntary act and as the free and voluntary act of the Owner, 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 the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free an voluntary act of the 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: _____.

[Seal]

[(Sub)Exhibits "D", "E", "I" and "P" referred to in this Redevelopment Agreement with JFA Real Estate, L.L.C. and Jays Foods, Inc. unavailable at time of printing.]

[(Sub)Exhibits "F", "K" and "M" not referenced in this Redevelopment Agreement with JFA Real Estate, L.L.C. and Jays Foods, Inc.]

(Sub)Exhibits "A", "B", "C", "G", "H-1", "H-2", "J", "L", "N" and "O" referred to in this Redevelopment Agreement with JFA Real Estate, L.L.C. and Jays Foods, Inc. reads as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Legal Description Of The Area.

Beginning at the point of intersection of the south line of East 95th Street and the east line of South Woodlawn Avenue; thence south along said east line of South Woodlawn Avenue to the easterly extension of the south line of the alley south of East 95th Street; thence west along said easterly extension and the south line of the alley south of East 95th Street to the east line of the alley west of South Dobson Street; thence south along said east line of the alley west of South Dobson Street to the north line of East 97th Street; thence east along said north line of East 97th Street to the centerline of South Woodlawn Avenue; thence south along said centerline of South Woodlawn Avenue to the south line of East 97th Street; thence west along said south line of East 97th Street to the east line of South University Avenue; thence south along said east line of South University Avenue to the south line of East 98th Street; thence west along said south line of East 98th Street to the west line of South Greenwood Avenue; thence north along said west line of South Greenwood Avenue to the south line of East 97th Street; thence west along said south line of East 97th Street to the southeasterly line of South Ingleside Avenue; thence southwest along said southeasterly line of South Ingleside Avenue being the northwesterly line of Lots 1, 2, 3 and 36 in Block 9 in Cottage Grove Heights to the east line of South Ingleside Avenue being the west line of Lots 4 through 16, inclusive, in said Block 9 in Cottage Grove Heights; thence west along a straight line to the northeast corner of Lot 20 in Block 6 in Cottage Grove Heights, being a subdivision in the north half of Sections 10 and 11, Township 37 North, Range 14 East of the Third Principal Meridian; thence southwest along the northwest line of said Lot 20, being also the southeast line of the alley north of East 98th Street and along said southeast alley line and the south line of said alley to the east line of South Maryland Avenue, being also the west line of Lots 1 through 9, inclusive, in Block 5 in Cottage Grove Heights aforesaid; thence south along said east line to the southwest corner of Lot 7 in Block 5 in Cottage Grove Heights aforesaid; thence south along said east line to the southwest corner of Lot 7 in Block 5 in Cottage Grove Heights aforesaid; thence west along a straight line crossing South Maryland Avenue aforesaid, to the southeast corner of Lot 14 in Block 1 in Cottage Grove Heights, said southeast corner being on the west line of South Maryland Avenue aforesaid; thence west along the south line of said Lot 14 in Block 1 in Cottage Grove Heights to the east line of the north/south alley lying east of South Cottage Grove Avenue, said east line being also the west line of Lots 12 through 20, inclusive, in Block 1 in Cottage Grove Heights aforesaid; thence south along said east alley line to the north line of East 98th Street, being also the south line of Lot 12 in Block 1 aforesaid; thence

south along a straight line crossing East 98th Street to the northwest corner of Lot 21 in Block 2 in Cottage Grove Heights, being a subdivision in the north half of Sections 10 and 11, Township 37 North, Range 14 East of the Third Principal Meridian, said northwest corner being on the south line of East 98th Street aforesaid; thence west along said south line of East 98th Street to the west line of Lot 22 in B lock 2 in Cottage Grove Heights, being also the east line of the alley east of South Cottage Grove Avenue; thence south along said east line of the alley east of South Cottage Grove Avenue to the north line of East 98th Place; thence south along a straight line to the northwest corner of Lot 26 in Block 3 in Cottage Grove Heights; thence south along the west line of said Lot 26, being also the east line of the alley east of South Cottage Grove Avenue and along said east alley line to the north line of East 99th Street; thence east along said north line of East 99th Street to the west line of the Rock Island Railroad right-of-way; thence southwest along said west line of the Rock Island Railroad right-of-way to the north line of the right-of-way for the Bishop Ford Expressway; thence west along said north line of the Bishop Ford Expressway to the west line of South Cottage Grove Avenue; thence northeast along said west line of South Cottage Grove Avenue to the north line of East 95th Street; thence continuing north along the east line of the Illinois Central Railroad right-of-way to the north line of East 93rd Street; thence east along said north line of East 93rd Street to the northerly projection of the west line of Staunton O. Flanders' Subdivision in the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly projection and the west line of Staunton O. Flanders' Subdivision in the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian to the south line of Lots 8, 9 and 10 in Staunton O. Flanders' Subdivision in the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lots 8, 9 and 10 in Staunton O. Flanders' Subdivision to the west line of Lot 17 in said Staunton O. Flanders' Subdivision; thence south along said west line of Lot 17 in Staunton O. Flanders' Subdivision and the southward extension thereof to the centerline of East 93rd Place; thence east along said centerline of East 93rd Place to the west line of South Greenwood Avenue; thence south along said west line of South Greenwood Avenue to the line 595 feet north of and parallel with the south line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said line 595 feet north of and parallel with the south line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian to the west line of South Woodlawn Avenue; thence north along said west line of South Woodlawn Avenue to the north line of East 94th Street; thence east along said north line of East 94th Street to the east line of South Kimbark Avenue; thence south along said east line of South Kimbark Avenue to the south line of Lot 24 in Stewart's Subdivision of that part of the east half of the southwest quarter and the west half of the southeast quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, lying north of the south 595 feet thereof and west of the west line of the New York Central & St. Louis Railroad Company's right-of-way; thence east along said south line of Lot 24 in Stewart's Subdivision and along the

south line of Lots 25, 26 and 27 in said subdivision to the westerly line of South Kenwood Avenue; thence northwesterly along said westerly line of South Kenwood Avenue to the south line of East 93rd Street; thence west along said south line of East 93rd Street to the west line of South Kimbark Avenue; thence north along said west line of South Kimbark Avenue to the south line of East 92nd Street; thence west along said south line of East 92nd Street to the west line of South Avalon Avenue; thence north along said west line of South Avalon Avenue to the south line of East 91st Street; thence west along said south line of East 91st Street to the west line of South Woodlawn Avenue; thence north along said west line of South Woodlawn Avenue to the south line of East 89th Street; thence west along said south line of East 89th Street to the east line of South Greenwood Avenue; thence south along said east line of South Greenwood Avenue to the south line of East 90th Street; thence west along said south line of East 90th Street to the easterly line of South Drexel Avenue; thence southwesterly and south along said easterly line and the east line of South Drexel Avenue to the south line of East 91st Street; thence west along said south line of East 91st Street to the centerline of the Illinois Central Railroad right-of-way; thence southwesterly along said centerline of the Illinois Central Railroad right-of-way to the centerline of East 95th Street; thence west along said centerline of East 95th Street to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the southerly line of the Chicago Rock Island & Pacific Railroad -- South Chicago Branch right-of-way; thence northwesterly along said southerly line of the Chicago, Rock Island & Pacific Railroad -- South Chicago Branch right-of-way to the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the southwest corner of Lot 18 in Block 10 of Burnside, a subdivision in the west half of the southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian; thence northeast along the southeast line of said Lot 18, and the southeast line of Lots 19, 20 and 21, to the east line of said Lot 21, being also the west line of South Dauphin Avenue; thence north along said west line of South Dauphin Avenue to the south line of East 93rd Street; thence west along said south line of East 93rd Street to the southerly extension of the east line of Lot 17 in Block 10 in Dauphin Park, a subdivision of that part of the north three quarters of the north half of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian west of the Illinois Central Railroad right-of-way, said southerly extension of the east line of Lot 17 being also the southerly extension of the west line of South Dauphin Avenue; thence north along said southerly extension and the west line of South Dauphin Avenue to the south line of West 92nd Street; thence west along said south line of East 92nd Street to the southerly extension of the westerly line of South Dauphin Avenue, being also the southerly extension of the east line of Lots 1 through 12, inclusive, in Block 9 in Dauphin Park, being a subdivision of that part of the north three-quarters of the north half of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian west of the Illinois Central Railroad right-of-way; thence northeasterly along said southerly extension and the westerly line of South Dauphin Avenue to the westerly extension of the south line of Lot 6 in the

subdivision of Outlot 1 in Dauphin Park; thence east along said westerly extension and the south line of Lot 6 in the subdivision of Outlot 1 in Dauphin Park to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to a line perpendicular to the east line of South Dauphin Avenue, which passes through a point on the east line of said South Dauphin Avenue, 268.91 feet south of the south line of East 89th Street (as measured along said east line of South Dauphin Avenue;)thence northwesterly along said perpendicular line and the northwesterly extension thereof to the westerly line of South Dauphin Avenue; thence northeasterly along said westerly line of South Dauphin Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the centerline of vacated East 85th Place; thence west along said centerline of vacated East 85th Place to the northerly extension of the east line of the vacated 16 foot alley east of and adjoining the east line of Lot 1 in Woodrich Brothers' Subdivision of part of the east half of the northeast quarter of the southwest quarter of the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence southwesterly along said northerly extension and the east line of the vacated 16 foot alley and along the southerly extension thereof to the north line of Lots 8 through 14, inclusive, in Woodrich Brothers' Subdivision, being also the south line of the alley north of East 86th Street; thence west along said south line of the alley north of East 86th Street and the westerly extension thereof to the west line of South Ingleside Avenue; thence north along said west line of South Ingleside Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to a line 16 feet east of and parallel with the easterly line of Lot 22 in Frank Jamison's Subdivision in the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, said line being also the east line of the alley east of South Ingleside Avenue and the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the south line of East 83rd Street; thence east along said south line of East 83rd Street to the east line of the New York, Chicago & St. Louis Railroad right-of-way; thence south along said east line of the New York, Chicago & St. Louis Railroad right-of-way to the southwesterly line of Lots 111 through 118, inclusive, in J. E. Merrion's Marynook Addition, a resubdivision of part of the west half of the southeast quarter and part of the east half of the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence southeasterly along said southwesterly line of Lots 111 through 118, inclusive, in J. E. Merrion's Marynook Addition to the south line of Lots 119 through 122, inclusive, in said J. E. Merrion's Marynook Addition; thence east along said south line of Lots 119 through 122, inclusive, in J. E. Merrion's Marynook Addition and the easterly extension thereof to the east line of South Avalon Avenue; thence south along said east line of South Avalon Avenue to the south line of East 87th Street; thence west along said south line of East 87th Street to the east line of the New York, Chicago & St. Louis Railroad right-of-way, being also the east line of the

Stony Island Railroad Yard; thence southeast along said east line of the New York, Chicago & St. Louis Railroad right-of-way to the north line of East 91st Street; thence east along said north line of East 91st Street to the northerly extension of the west line of Lot 6 in Block 4 in Calumet and Chicago Canal and Dock Company's Subdivision of that part of the southeast quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian lying east and north of the railroad, said west line of Lot 6 being also the east line of Outlot A in Calumet and Chicago Canal and Dock Company's Subdivision; thence southerly along said northerly extension and the west line of Lot 6 in Block 4 in Calumet and Chicago Canal and Dock Company's Subdivision and along the east line of said Outlot A and along the east line of Outlots B and C in said Calumet and Chicago Canal Dock Company's Subdivision to the north line of East 94th Street; thence east along said north line of East 94th Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the north line of Lot 25 in Block 8 in said Calumet and Chicago Canal and Dock Company's Subdivision, being also the south line of the alley north of East 94th Street; thence west along said south line of the alley north of East 94th Street to the southerly extension of the east line of Lots 36 through 48, inclusive, in Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision, being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the south line of Lot 6 in said Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision, being also the north line of the alley south of East 93rd Street; thence west along said north line of the alley south of East 93rd Street to the west line of said Lot 6 in said Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision; thence north along said west line of Lot 6 in Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision and the northerly extension thereof and the west line of Lot 24 in Block 7 in said Calumet and Chicago Canal and Dock Company's Subdivision and the northerly extension thereof to the southeasterly line of Lot 30 in said Block 7 in Calumet and Chicago Canal and Dock Company's Subdivision; thence northeasterly along said southeasterly line of Lot 30 to the east line of said Lot 30, being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to north line of East 91st Street; thence east along said north line of East 91st Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 90th Street; thence west along said south line of East 90th Street to the east line of Lot 42 in Block 1 in Calumet Gateway, being a resubdivision of part of Calumet and Chicago Canal and Dock Company's Subdivision, said east line of Lot 42 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the westerly extension of the south line of Lot 18 in Block 5 in First Addition to Calumet Gateway, being a resubdivision of part of Calumet and Chicago Canal and Dock Company's Subdivision; thence east along said westerly extension and the south line of Lot 18 in Block 5 in First Addition to Calumet Gateway to the west line of South Stony Island Avenue; thence north along said west line of South

Stony Island Avenue to the south line of north 5 feet of Lot 7 in Block 6 in First Addition to Calumet Gateway; thence west along said south line of the north 5 feet of Lot 7 in Block 6 in First Addition to Calumet Gateway to the west line of said north 5 feet of Lot 7, being also the east line of the alley west of South Stony Island Avenue; thence north along said east line of the alley west of South Stony Island Avenue to the easterly extension of the north line of Lot 38 in said Block 6 in First Addition to Calumet Gateway, said north line of Lot 38 being also the south line of the alley south of East 87th Street; thence west along said south line of the alley south of East 87th Street to the west line of South Blackstone Avenue; thence north along said west line of South Blackstone Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the west line of South Blackstone Avenue; thence north along said west line of South Blackstone Avenue to the westerly extension of the south line of Lots 26 through 38, inclusive, in Block 1 in Cepek's Subdivision, in the east half of the southeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the south line of Lots 26 through 38, inclusive, in Block 1 in Cepek's Subdivision said south line being also the north line of the alley north of East 87th Street, to the west line of Lot 5 in said Block 1 in Cepek's Subdivision, said west line of Lot 5, being also the east line of the alley west of South Stony Island Avenue; thence south along said east line of the alley west of South Stony Island Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 86th Street; thence west along said south line of East 86th Street to the southerly extension of the east line of Lot 11 in Block 3 in Cepek's Subdivision, said east line of Lot 11 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the north line of East 84th Place; thence east along said north line of East 84th Place to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 84th Street; thence west along said south line of East 84th Street to the southerly extension of the east line of Lot 11 in Block 4 in the Stony Island Boulevard Addition, being a subdivision of the north half of the north half of the east half of the southeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the north line of East 80th Street; thence east along said north line of East 80th Street to the northeasterly line of South Anthony Avenue; thence southeast along said northeasterly line of South Anthony Avenue to the northeasterly extension of the northwesterly line of Lot 58 in Block 1 in Stony Island Park, a subdivision of that part of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence southwest along said northeasterly extension and the northwesterly line of Lot 58 in Block 1 in Stony Island Park to the west line of said Lot 58, said west line of Lot 58 being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South

Stony Island Avenue to the south line of East 84th Place; thence west along said south line of East 84th Place to the east line of South Stony Island Avenue; thence south along said east line of South Stony Island Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to the northerly extension of the west line of Lot 15, said west line of Lot 15 being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South Stony Island Avenue to the south line of Lots 1 through 15, inclusive, in Block 3 in Archibald's Stony Island Manor, a subdivision of the south half of the southwest quarter of the southwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lots 1 through 15, inclusive, in Block 3 in Archibald's Stony Island Manor, being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Cregier Avenue; thence south along said east line of South Cregier Avenue to the south line of Lot 30 in Block 2 in the subdivision of Blocks 13 and 14 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 30 being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Constance Avenue; thence south along said east line of South Constance Avenue to the south line of Lot 29 in Block 15 in the subdivision of Blocks 12 and 15 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36; thence east along said south line of Lot 29 and along the south line of Lot 20 in said Block 15 in the subdivision of Block 12 and 15 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, to the west line of South Bennett Avenue; thence north along said west line of South Bennett Avenue to the westerly extension of the south line of Lot 27 in Pernod's Resubdivision, of Block 16 in Kyle's Subdivision of Blocks 11 and 16 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, said south line of Lot 27 in Pernod's Resubdivision being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Euclid Avenue; thence south along said east line of South Euclid Avenue to the south line of Lot 29 in George and Wanner's Resubdivision of Blocks 10 and 17 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36; thence east along said south line of Lot 29 in George and Wanner's Resubdivision to the east line of said Lot 29, being also the west line of the alley east of South Euclid Avenue; thence north along said west line of the alley east of South Euclid Avenue to the westerly extension of the south line of Lot 18 in said George and Wanner's Resubdivision; thence east along said westerly extension and the south line of Lot 18 in said George and Wanner's Resubdivision to the east line of South Jeffery Avenue; thence south along said east line of South Jeffery Avenue to the south line of the north 9 feet of Lot 19 in Moore's Subdivision of the southwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said south line of the north 9 feet of Lot 19 in Moore's

Subdivision to the west line of Lot 30 in said Moore's Subdivision; thence south along said west line of Lot 30 in Moore's Subdivision to the south line of the north 17 feet of said Lot 30; thence east along said south line of the north 17 feet of said Lot 30 in Moore's Subdivision to the west line of South Chappel Avenue; thence north along said west line of South Chappel Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to the northeast line of South Anthony Avenue; thence southeast along said northeast line of South Anthony Avenue to the south line of East 87th Street; thence west along said south line of East 87th Street to the east line of South Clyde Avenue; thence south along said east line of South Clyde Avenue to the south line of East 89th Street; thence west along said south line of East 89th Street to the west line of South Jeffery Avenue; thence north along said west line of South Jeffery Avenue to the north line of Lot 40 in Block 2 in W.G. Wright's First Addition to Jackson Park, being a subdivision of Lots 1, 2, 3, 4 and 8 in the Commissioner's partition of the east half of the east half of the northwest quarter of Section ____, Township 37 North, Range 14, East of the Third Principal Meridian, said north line of Lot 40 being also the south line of the alley south of East 87th Street; thence west along said south line of the alley south of East 87th Street to the west line of Lot 25 in Morningside Lane, a resubdivision of Lot 2 (except the west 248.52 feet thereof) in the partition by owners in the west half of the northwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said west line of Lot 25 in Morningside Lane and the southerly extension thereof to the north line of Lot 1 in Block 4 in Fred E. Downey's Subdivision in the west half of the northwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said north line of Lot 1 in Block 4 in Fred E. Downey's Subdivision to the west line of said Lot 1, being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South Stony Island Avenue to the north line of East 91st Place; thence east along said north line of East 91st Place to the northerly extension of the line 165 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said northerly extension and the line 165 feet east of and parallel with the east line of South Stony Island Avenue to the north line of East 92nd Street; thence east along said north line of East 92nd Street to the northerly extension of the line 200 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said northerly extension and the line 200 feet east of and parallel with the east line of South Stony Island Avenue and the southerly extension thereof to the south line of East 92nd Place; thence west along said south line of East 92nd Place to the west line of Lot 17 in Gideon E. Clark's Subdivision of Block 4 in Stony Island Heights, said west line of Lot 4 being also the east line of the alley east of South Stony Island Avenue, said east alley line being a line 141 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said line 141 feet east of and parallel with the east line of South Stony Island Avenue to the line 947.5 feet north of and parallel with the north line of East 95th Street; thence east along said line 947.5 feet north of and parallel with the north line of East 95th Street to the line 433.75 feet east of and parallel with the east line of South Stony Island Avenue;

thence south along said line 433.75 feet east of and parallel with the east line of South Stony Island Avenue to the north line of the Chicago & Western Indiana Railroad right-of-way; thence west along said north line of the Chicago & Western Indiana Railroad right-of-way to the east line of South Stony Island Avenue; thence south along said east line of South Stony Island Avenue to the south line of the Chicago Rock Island & Pacific Railroad; thence west along said south line of the Chicago Rock Island & Pacific Railroad to the westerly line of the New York, Chicago & St. Louis Railroad right-of-way; thence southeast along said westerly line of the New York, Chicago & St. Louis Railroad right-of-way to the south line of East 95th Street; thence west along said south line of East 95th Street to the point of beginning.

(Sub)Exhibit "B".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Legal Descriptions.

825 East 99th Street Parcel.

Parcel 1:

A parcel of land in parts of the southeast quarter of Section 10 and the southwest quarter of Section 11, all in Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the point of intersection of the easterly line of South Cottage Grove Avenue (80 feet wide) with a line drawn 60 feet south of and parallel with the north line of the southeast quarter of Section 10, Township 37 North, Range 14, East of the Third Principal Meridian; running thence east along said parallel line and a line drawn parallel with the north line of the southwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, a distance of 800 feet; thence south along a line drawn perpendicular to said parallel line a distance of 290 feet; thence west along a line drawn parallel with said north line of the southwest quarter of Section 11 and the southeast quarter of Section 10, a distance of 855.76 feet to the intersection with the easterly line of South Cottage Grove Avenue; thence northeasterly along the easterly line of South Cottage Grove Avenue, a distance of 295.32 feet to the place of beginning, all in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 as created by deed from Chicago Rock Island and Pacific Railroad Company, a corporation of Delaware, to Andrew J. Suski, dated April 27, 1954 and recorded May 24, 1954, as Document 15914334 for ingress and egress over and across a strip of land 50 feet in width lying immediately north of and adjoining Parcel 1 aforesaid and lying between the east and westerly lines extended of said Parcel 1, all in Cook County, Illinois.

Parcel 3:

The north 324.83 feet of the west 180.00 feet of that part of the south half of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, lying east of a line drawing perpendicularly to the north line of said south half through a point which is 800.00 feet east of the easterly line of South Cottage Grove Avenue (80.00 feet wide) as measured along a line 60.00 feet south and parallel with the north line of the southeast quarter of Section 10 and along a line 60.00 feet south and parallel with the north line of the south half of Section 11, all in the township and range aforesaid, in Cook County, Illinois.

1001 East 99th Street Parcel.

Parcel 1:

The north 324.83 feet of the east 402.30 feet of the west 1,808.88 feet (excepting the east 45 feet of the south 70 feet of the north 324.83 feet of the east 402.30 feet thereof) of the north half of the southwest quarter of Section 11, Township 37 North, Range 14 East of Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The south 314.83 feet of the north 324.83 feet of the west 560.00 feet of that part of the south half of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian lying east of a line drawn perpendicularly to the north line of said south half through a point which is 980.00 feet east of the easterly line of South Cottage Grove Avenue (80.00 feet wide) as measured along a line 60.00 feet south of and parallel with the north line of the southeast quarter of Section 10 and along a line 60.00 feet south of and parallel with the north line of the south half of Section 11, all in the township and range aforesaid, in Cook County, Illinois.

Parcel 3:

The north 10.00 feet of the west 560.00 feet of that part of the south half of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian lying east of a line drawn perpendiculary to the north line of said south half through a point which is 980.00 feet east of the easterly line of South Cottage Grove Avenue (80.00 feet wide) as measured along a line 60.00 feet south of and parallel with the north line of the southeast quarter of Section 10 and along a line 60.00 feet south of and parallel with the north line of the south half of Section 11, all in the township and range aforesaid, in Cook County, Illinois.

(Sub)Exhibit "C".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

T.I.F.-Eligible Improvements.

Land:	
Acquisition -- 1001 East 99th site only	$1,825,000
Hard Costs:	
Plant Upgrades (security, lighting, access)	$ 412,500
Demolition/Site work	511,900
Warehouse building rehabilitation	2,938,085
Soft Costs:	
Environmental	$ 10,610
A & E	310,000
TOTAL:	$6,008,095

Actual amounts expended may be moved among line items.

Notwithstanding the total of T.I.F.-Eligible Improvements shown here, the assistance to be provided by the City is limited to the maximum amount of City Funds calculated pursuant to Section 4.03 herein.

(Sub)Exhibit "G".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

   [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H-1".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Project Budget.

Land:

Acquisition -- 825 East 99th	$ 1,550,000
Acquisition -- 1001 East 99th	1,825,000
Acquisition closing costs (both)	138,278

Equipment:	
Plant equipment	$12,285,100
Construction of connector	750,000
Hard Costs:	
Resurface/upgrade parking/staging lots	$ 250,000
Plant upgrades (security, lighting, access)	412,500
Demolition/site work	511,900
Parking/common hard costs	333,517
Landscaping	74,299
Warehouse building rehabilitation	2,938,085
Soft Costs:	
Environmental	$ 10,610
Appraisal/survey	12,776
A & E	310,000
Development fee	366,000
Leasing commission	200,000
Third party consultants	250,000
Permits/utility fees/taxes/insurance/surety	203,936
Legal/accounting/escrow/inspecting architect	99,500
Contingency (soft costs)	12,369
Bank fees/costs	73,500
Financing costs	1,186,040
TOTAL:	$23,793,410

(Sub)Exhibit "H-2".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

M.B.E./W.B.E. Budge.*

Resurface/upgrade parking/staging lots	$ 250,000
Demolition/site work	511,900
Parking/common hard costs	333,517
Landscaping	74,299
Warehouse building rehabilitation	2,938,085
Environmental	10,610
A & E	310,000
TOTAL:	$4,428,411

Twenty-four percent (24%) M.B.E. participation	$1,062,818
Four percent (4%) W.B.E. participation	$ 177,136

* If Owner/Developer obtains M.B.E./W.B.E. participation in any hard or soft costs, regardless of whether a line item for such costs is shown above, Owner/Developer shall receive M.B.E./W.B.E. credit for such participation against its obligations in this exhibit.

(Sub)Exhibit "J".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business

and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities,

certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the States of Delaware and of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiants, Jays Foods, Inc. and JFA Real Estate, L.L.C. (jointly and severally,

the "Developer"), hereby certifies that with respect to that certain Jays/JFA Redevelopment Agreement between the Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Eligible Improvements for the Project reimbursed by the City to date:

$_____

C. The Developer requests reimbursement for the following cost of T.I.F.-Eligible Improvements:

$_____

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

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

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

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

Jays Foods, Inc.,
a Delaware corporation

By: _____

Its: _____

JFA Real Estate, L.L.C., an Illinois limited liability company

By: _____

Its: _____

Subscribed and sworn before me this

_____ day of _____, _____.

_____

My commission expires: _____.

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Planning and Development

(Sub)Exhibit "N".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Public Benefits Program.

For the Term of this Agreement, the Developer and Owner shall continue to permit the Cottage Grove Victory Garden group [insert correct legal name, if any) to use that portion of the Property it occupies as of the Closing Date as a community flower and vegetable garden.

(Sub)Exhibit "O".
(To Redevelopment Agreement With JFA Real Estate, L.L.C. And Jays Foods, Inc.)

Form Of Subordination Agreement.

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

Witnesseth.

Whereas, [Describe Project]; and

Whereas, [Describe Financing and Security Documents];

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

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

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

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

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall

be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

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

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

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

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

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

If To The City:

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

with a copy to:

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

If To The Lender: _____

_____

_____

Attention: _____

with a copy to:

_____

_____

_____

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) instrument.

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

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____ Commissioner, Department of Planning and Development

Acknowledged and agreed to this _____ day of _____, ____

[Developer], a _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____day of _____, _____.

_____
Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

AUTHORIZATION FOR CLASS L TAX INCENTIVE DESIGNATION FOR MICHIGAN BOULEVARD BUILDING AT 30 NORTH MICHIGAN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a Class L tax incentive classification for the Michigan Boulevard Building, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, Michigan 30 L.L.C., an Illinois limited liability company (the "Owner"), is the owner of the historic building known as the Michigan Boulevard Building located at 30 North Michigan Avenue 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 Michigan Boulevard Building is located within the Historic Michigan Boulevard Chicago Landmark District, designated by the City Council of the City (the "City Council") on February 27, 2002, pursuant to the criteria established in Section 2-120-580 of the Municipal Code of Chicago, and is considered a contributing building to that district; such designation meets the definition of a "contributing" building within a landmark district pursuant to Section 1 of the Classification Ordinance; and

WHEREAS, The Owner proposes to repair the exterior masonry and renovate the existing commercial and office space at the Michigan Boulevard Building (the "Project"), thereby preserving the historic building, increasing commercial opportunities in the area and contributing to the long-term growth of the real property tax base; and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, Pursuant to the Classification Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in Section 1 of the Classification Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance), which constitutes an investment by the owner of at least fifty percent (50%) 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 twenty-four (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, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, On October 5, 2006, the Landmarks Commission issued a written recommendation of the Project to the City Council, finding that the Michigan Boulevard Building is a contributing building to the historic character of the Historic Michigan Boulevard District and 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 Department of Planning and Development of the City ("D.P.D.") 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 that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; now, therefore,

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

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

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive, subject to Section 6 of this ordinance.

SECTION 4. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 5. The Commissioner of D.P.D. (the "Commissioner"), or a designee of the Commissioner, 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 6. The Commissioner, or a designee of the Commissioner, is hereby authorized to enter into and execute such instruments, and perform any and all acts as shall be necessary or advisable in connection with granting of the Class L incentive for the Project, and with the implementation of the intent of this ordinance. The Commissioner is hereby authorized to negotiate any and all terms and provisions in connection with the Project which do not substantially modify the terms of the attachments to Exhibit 2.

SECTION 7. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective from and after its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description.

Lots 1 to 6, inclusive, in Laflin Subdivision of Lots 1 and 2 in Block 15 in Fort

Dearborn Addition to Chicago; also, the south 5 feet of original Lot 2 in Block 15 in Fort Dearborn Addition, being the north 5 feet of a parcel of land 10 feet in said width shown and marked private alley on plats of original Lots 1 and 2 of said Block 15 made by Matthews Laflin and recorded June 29, 1853 in Book 49 of maps, page 75 in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

30 North Michigan Avenue.

Permanent Index Number:

17-10-312-006-0000.

Exhibit 2.
(To Ordinance)

City Of Chicago
Commission On Chicago Landmarks

October 5, 2006

Recommendation To The City Council That
A Class L Real Estate Tax Reduction
Be Approved For The Michigan Boulevard Building
30 North Michigan Avenue
Historic Michigan Boulevard District.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmark (the "Commission") has reviewed an application for the proposed rehabilitation of the Michigan Boulevard Building, an office building proposed for renovation, located at 30 North Michigan (the "Building" and its rehabilitation, the "Project"), pursuant to the Cook County

Real Property Assessment Classification Ordinance, as amended (the "County Ordinance") and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, The Building is within the Historic Michigan Boulevard District, which was designated as a Chicago Landmark District by the City of Chicago (the "City Council") on February 27, 2002; now, therefore,

The Commission on Chicago Landmarks hereby:

1. incorporates the above recitals; and

2. finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as (Sub)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. finds that 30 North Michigan Avenue is a contributing building to the historic character of the Historic Michigan Boulevard District; and

5. recommends that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (9 -- 0).

(Signed) David Mosena
Chairman

Dated: October 5, 2006.

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Recommendation)

Michigan 30, L.L.C. Project Budget.

	Class L Eligible	Not Eligible	Total Budget
Masonry repair	$4,906,000.00	$0.00	$4,906,000.00
Signage removal	100,000.00	0.00	100,000.00
Facade cleaning	100,000.00	0.00	100,000.00
Roofing	385,000.00	0.00	385,000.00
Mechanical/ H.V.A.C.	750,000.00	0.00	750,000.00
Elevators	425,000.00	0.00	425,000.00
Storefronts and exterior lighting	400,000.00	0.00	400,000.00
TOTAL:	$7,066,000.00	$0.00	$7,066,000.00

(Sub)Exhibit "B".
(To Commission On Chicago Landmarks Recommendation)

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 Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

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. To include:

Exterior.

-- Work shall include masonry repair and tuck-pointing of the upper floors, including rebuilding parapet walls and penthouses.

-- Clean east and north elevations, including courtyard walls along Washington.

-- Remove existing rooftop sign armature on Michigan Avenue.

-- Install architectural facade lighting.

-- An energy star-rated roof will be installed.

-- Three (3) new storefront windows to replace the non-historic existing windows at the west end of the north elevation and on Holden Court.

Interior.

-- Work shall include new H.V.A.C. units and renovation of passenger elevator cab interiors and freight elevator controls.

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

AUTHORIZATION FOR CLASS L TAX INCENTIVE DESIGNATION FOR OVERTON HYGIENIC BUILDING AT 3617 -- 3625 SOUTH STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a Class L tax incentive classification for the Overton Hygienic Building, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Muñoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, The Overton L.L.C., an Illinois limited liability company (the "Owner"), is the owner of the historic building known as the Overton Hygienic Building (the "Overton") located at 3617 -- 3625 South State 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 Overton is located within the Black Metropolis-Bronzeville Chicago Landmark District, designated by the City Council of the City (the "City Council") on September 9, 1998, pursuant to the criteria established in Section 2-120-580 of the Municipal Code of Chicago, and is considered a contributing building to that district; such designation meets the definition of a "contributing" building within a landmark district pursuant to Section 1 of the Classification Ordinance; and

WHEREAS, The Owner proposes to repair the exterior and rehabilitate the interior of the Overton for ground-floor commercial tenant spaces and office space on the upper three (3) floors (the "Project"), thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base; and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance) of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, and specifying that the project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, On October 5, 2006, the Landmarks Commission issued a written recommendation of the Project to the City Council, finding that the Overton is a contributing building to the historic character of the Black Metropolis-Bronzeville District and 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 Overton shall have been vacant and unused for at least twenty-four (24) continuous months prior to the filing of the Class L eligibility application with the Assessor, making both the building and the land upon which the building is situated eligible for the Class L incentive; and

WHEREAS, The Department of Planning and Development of the City ("D.P.D.") 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 that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of historic properties; now, therefore,

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

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

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive.

SECTION 4. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of historic properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 5. The Commissioner of D.P.D. (the "Commissioner"), or a designee of the Commissioner, 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 6. The Commissioner, or a designee of the Commissioner, is hereby authorized to enter into and execute such instruments, and perform any and all acts as shall be necessary or advisable in connection with granting of the Class L incentive for the Project, and with the implementation of the intent of this ordinance. The Commissioner is hereby authorized to negotiate any and all terms and provisions in connection with the Project which do not substantially modify the terms of the attachments to Exhibit 2.

SECTION 7. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective from and after its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description:

Lots 47, 48, 49, 50 and 51 (except the west 34.00 feet of each of said lots taken for widening of State Street) in Block "A" in Freeman's Addition to Chicago, being a subdivision of 10 acres, lying next south of and adjoining north 20 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

3617 -- 3625 South State Street.

Permanent Index Number:

17-34-303-006.

Exhibit 2.
(To Ordinance)

City Of Chicago
Commission On Chicago Landmarks

October 5, 2006

Recommendation To The City Council That
A Class L Real Estate Tax Reduction
Be Approved For The Overton Hygienic Building
3617 -- 3625 South State Street
Black Metropolis -- Bronzeville Landmark District.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmark (the "Commission") has reviewed an application for the proposed rehabilitation of the Overton Hygienic

Building, a vacant building proposed for reuse with commercial on the first (1st) floor and office use on the upper floors, located at 3617 South State 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 is within the Black Metropolis-Bronzeville District, which was designated as a Chicago Landmark District by the City of Chicago (the "City Council") on September 9, 1998; 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)(Sub)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. finds that 3617 -- 3625 South State Street is a contributing building to the historic character of the Black Metropolis -- Bronzeville Landmark District; and

5. recommends that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (8 -- 0).

(Signed) David Mosena
Chairman

Dated: October 5, 2006

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Recommendation)

Overton, L.L.C. Project Budget.

	Class L Eligible	Non-Eligible	Total Project Costs
Hard Costs:			
Demolition	$ 55,000.00	$ 34,300.00	$ 89,300.00
Site Construction	19,024.00	0.00	19,024.00
Masonry	448,378.00	25,000.00	473,378.00
Carpentry	89,700.00	106,520.00	196,220.00
Plumbing	223,000.00	17,610.00	240,610.00
Metals	300,965.00	0.00	300,965.00
Doors and Windows	165,248.00	54,300.00	219,548.00
Security/ Telecommunications	18,000.00	24,030.00	42,030.00
Roofing/ Waterproofing	74,000.00	0.00	74,000.00
Conveying Systems	72,300.00	0.00	72,300.00
H.V.A.C.	157,000.00	201,000.00	358,000.00
Electrical	171,930.00	325,000.00	496,930.00
General	34,000.00	807,233.00	841,233.00
	$1,828,545.00	$1,594,993.00	$3,423,538.00

	Class L Eligible	Non-Eligible	Total Project Costs
Soft Costs:			
General Conditions	$ 0.00	$ 197,825.00	$ 197,825.00
Insurance	0.00	54,547.00	54,547.00
Construction Fee	0.00	166,096.00	166,096.00
Contingency	0.00	343,865.00	343,865.00
Architectural/ Engineering	0.00	260,000.00	260,000.00
Financing/ Misc. Fees	0.00	2,658,107.00	2,658,107.00
	$ 0.00	$3,680,440.00	$3,680,440.00
TOTAL:	$1,828,545.00	$5,275,433.00	$7,103,978.00

(Sub)Exhibit "B".
(To Commission On Chicago Landmarks Recommendation)

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 Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

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. To include:

Exterior.

-- Work shall include masonry repair and tuckpointing of the upper floors.

-- Install new storefronts and repair upper-floor windows as necessary.

-- An energy-star-rated roof will be installed.

Interior.

-- Work shall include new mechanical, electrical, fire protection and plumbing systems.

-- One (1) new elevator and mechanical penthouse will be constructed.

Permit drawings for the Project which include this required scope of work have been reviewed and approved by the staff of the Commission on Chicago Landmarks on August 23, 2006.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred November 15, 2006, sundry proposed ordinances transmitted therewith to authorize the issuance of free permits for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

DePaul University/MJH Education Assistance Illinois IV L.L.C.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of

Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to DePaul University/MJH Education Assistance Illinois IV L.L.C. for the property located at 1237 West Fullerton Avenue.

Said building(s) shall be used for educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Gift From God Ministry.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water Management, the Director of Zoning, the Director of Revenue and the Commissioner of the Department of Construction and Permits are hereby directed to waive all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Gift From God Ministry, 1818 West 74th Street, for the construction of 1818 West 74th Street for purpose of renovation of the church building.

Said building shall be used exclusive for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

EXEMPTION OF THE ART INSTITUTE OF CHICAGO FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting The Art Institute of Chicago, 950 North North Branch Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, and all on-site water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Art Institute of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 950 North North Branch Street.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Art Institute of Chicago, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Art Institute of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2007.

EXEMPTION OF LOUIS L. VALENTINE BOYS & GIRLS CLUB FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Balcer (11th Ward) exempting Louis L. Valentine Boys & Girls Club, 3400 South Emerald Avenue, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits and licenses, all on-site water/sewer inspection fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Louis L. Valentine Boys & Girls Club, 3400 South Emerald Avenue, said

building and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be otherwise used with a view profit.

SECTION 2. The Boys & Girls Club, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Boys & Girls Club shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2007.

EXEMPTION OF THE UNIVERSITY OF CHICAGO FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting The University of Chicago, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Business Affairs and Licensing, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The University of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at said locations listed on Exhibit A attached hereto and made a part hereof.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The University of Chicago, a not-for-profit Illinois corporation, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The University of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of January 1, 2007 through December 31, 2007.

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

Exhibit "A".

The University Of Chicago Master Property List.
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Bldg	Name	Address	Status	Region	Property Category	Primary Type
A01	Visual Sciences Center	939 East 57TH Street	Demolished	University	Building	Laboratory
A02	Whitman Laboratory	915 East 57TH Street	Demolished	University	Building	Laboratory
A03	Phemister Hall	5715 Drexel Avenue	Demolished	REO	Building	Residential
A06	Crerar Library	5730 Ellis Avenue	Owned	University	Building	Library
A07	Kersten Physics Teaching Center	5720 Ellis Avenue	Owned	University	Building	Teaching
A08	Hinds Laboratory	5734 Ellis Avenue	Owned	University	Building	Laboratory
A09	5741-43 Drexel	5741-43 Drexel Avenue	Demolished	University	Building	Office
A10	Rubloff I.C.U. Tower	5841 Maryland Avenue	Owned	Hospital	Building	Patient Care
A11	Kovler Laboratories	910 East 58TH Street	Owned	Hospital	Building	Laboratory
A12	Ingleside Hall	956-60 East 58TH Street	Owned	University	Building	Office
A13	Bookstore	970 East 58th Street	Owned	University	Building	Office
A14	Surgery Brain Research Pavilion	5812 Ellis Avenue	Owned	Shared	Building	Laboratory
A15	Abbott Memorial Hall	947-51 East 58TH Street	Owned	Shared	Building	Laboratory
A16	Peck Pavilion	950 East 59TH Street	Owned	Shared	Building	Laboratory
A17	Wyler Childrens Hospital	950 East 59TH Street	Owned	Hospital	Building	Patient Care
A18	Armour Clinical Research	950 East 59TH Street	Owned	Shared	Building	Laboratory
A19	Franklin McLean Institute	5824 Ellis Avenue	Owned	Shared	Building	Laboratory
A20	Goldblatt Memorial Hospital	5840 Ellis Avenue	Owned	Hospital	Building	Office
A21	Hicks McElwee Hospital	970 East 59TH Street	Owned	Shared	Building	Laboratory
A22	Carlson Animal Research	949 East 58TH Street	Owned	Shared	Building	Laboratory
A23	Billings Hospital	950 East 59TH Street	Owned	Shared	Building	Laboratory
A24	Bob Roberts Memorial Hospital	920 East 59TH Street	Owned	Shared	Building	Laboratory
A25	Gilman Smith Hospital	5835 Drexel Avenue	Owned	Hospital	Building	Office
A26	Goldblatt Pavilion	860 East 59TH Street	Owned	Hospital	Building	Office
A27	Chicago Lying-In Hospital	5841 Maryland Avenue	Owned	Shared	Building	Laboratory
A28	Ronald McDonald House - temporary	5700-02 Drexel Avenue	Owned	Hospital	Building	Residential
A29	5706-08 Drexel	5706-08 Drexel Avenue	Demolished	REO	Building	Residential
A30	5710-12 Drexel	5710-12 Drexel Avenue	Demolished	REO	Building	Residential
A31	5716-18 Drexel	5716-18 Drexel Avenue	Demolished	REO	Building	Residential
A32	5724-26 Drexel	5724-26 Drexel Avenue	Demolished	REO	Building	Residential
A33	5728-30 Drexel	5728-30 Drexel Avenue	Demolished	REO	Building	Residential
A34	5742-48 Drexel	5742-48 Drexel Avenue	Demolished	REO	Building	Residential
A35	5701 Maryland	5701 Maryland Avenue	Demolished	REO	Building	Residential
A36	5737 Maryland	5737 Maryland Avenue	Demolished	REO	Building	Residential
A37	5708-10 Maryland	5708-10 Maryland Avenue	Demolished	REO	Building	Residential
A38	5712 Maryland	5712 Maryland Avenue	Demolished	REO	Building	Residential
A39	5716 Maryland	5716 Maryland Avenue	Demolished	REO	Building	Residential
A40	5720-26 Maryland	5720-26 Maryland Avenue	Demolished	REO	Building	Residential
A41	5734 Maryland	5734 Maryland Avenue	Demolished	REO	Building	Residential
A42	5746 Maryland	5746 Maryland Avenue	Demolished	REO	Building	Residential
A43	5750 Maryland	5750 Maryland Avenue	Demolished	REO	Building	Residential

Exhibit "A".

The University Of Chicago Master Property List.
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A44	816-24 East 58TH Street	5756-58 Maryland Avenue	Demolished	REO	Building	Residential
A45	804-12 East 58TH Street	804-12 East 58TH Street	Demolished	REO	Building	Residential
A46	5737-39 Drexel	5737-39 Drexel Avenue	Demolished	University	Building	Office
A47	5731 Maryland	5731Maryland Avenue	Demolished	REO	Building	Residential
A49	5729 Maryland	5729 Maryland Avenue	Demolished	Hospital	Building	Residential
A50	MRS Building (CLSC)	920 E 58th Street	Owned	University	Building	Laboratory
A51	5727 Maryland	5727 Maryland Avenue	Demolished	Hospital	Building	Residential
A52	5701 Maryland Garage	5701 Maryland Avenue	Demolished	REO	Garage/Shed	Residential
A53	5710 Drexel Garage	5710 Drexel Avenue	Demolished	REO	Garage/Shed	Residential
A54	5716 Drexel Garage	5716 Drexel Avenue	Demolished	REO	Garage/Shed	Residential
A55	5724 Drexel Garage	5724 Drexel Avenue	Demolished	REO	Garage/Shed	Residential
A56	5707 Maryland	5707 Maryland Avenue	Demolished	Hospital	Building	Residential
A57	5711 S. Maryland	5711 S. Maryland	Demolished	REO	Building	Residential
A58	5715 S. Maryland	5715 S. Maryland	Demolished	REO	Building	Residential
A59	5730 Maryland	5730 Maryland Avenue	Demolished	REO	Building	Residential
A60	5732 Maryland	5732 Maryland Avenue	Demolished	REO	Building	Residential
A61	5733 Maryland	5733 Maryland Avenue	Demolished	Hospital	Building	Residential
A62	Cummings Life Sciences Center (CLSC)	920 East 58TH Street	Owned	University	Building	Laboratory
A63	5705 Maryland	5705 Maryland Avenue	Demolished	REO	Building	Residential
A64	5705 S. Maryland Garage	5705 S. Maryland	Demolished	REO	Garage/Shed	Residential
A65	5717 Maryland	5717 Maryland Avenue	Demolished	REO	Building	Residential
A66	5725 Maryland	5725 Maryland Avenue	Demolished	REO	Building	Residential
A67	5725 S. Maryland Garage	5725 S. Maryland	Demolished	REO	Garage/Shed	Residential
A68	5741 Maryland	5741 Maryland Avenue	Demolished	REO	Building	Residential
A69	5741 S. Maryland Garage	5741 S. Maryland	Demolished	REO	Building	Residential
A70	Parking Structure	5840 S. Maryland Ave	Owned	Hospital	Parking Structure	Parking
A71	Mitchell Hospital	5815 Maryland Avenue	Owned	Hospital	Building	Patient Care
A72	M.R.I. Facility	5841 S. Maryland Ave	Owned	Hospital	Building	Laboratory
A73	Materials Management	5841 Cottage Grove	Owned	Hospital	Parking Structure	Parking
A74	Ronald McDonald House	5732 S. Drexel	Demolished	Hospital	Building	Residential
A75	Duchossis Center for Advanced Medicin	5758 S. Maryland	Owned	Hospital	Building	Patient Care
A76	DCAM Garage	5700 S. Maryland	Owned	Hospital	Parking Structure	Parking
A80	5739 Maryland	5739 Maryland	Demolished	REO	Building	Residential
A82	5709 Maryland	5709 Maryland Avenue	Demolished	Hospital	Building	Residential
A83	5709 Maryland Garage	5709 Maryland Avenue	Demolished	Hospital	Garage/Shed	Residential
A84	American School	850 East 58th Street	Owned	Hospital	Building	Office
A85	American School Parking Lot	58th Street & Maryland Avenue	Demolished	Hospital	Parking Lot	Parking
A86	Center for Integrative Science (CIS)	929 East 57th Street	Construction	University	Building	Laboratory
A87	Comer Children's Hospital	5721 Maryland Avenue	Owned	Hospital	Building	Patient Care
A88	5703 Maryland	5703 Maryland Avenue	Demolished	Hospital	Building	Residential
A89	5721 Maryland	5721 Maryland Avenue	Demolished	Hospital	Building	Residential
A90	Phemister Parking Lot	5715 South Drexel Avenue	Demolished	REO	Inactive	Inactive

Exhibit "A".

The University Of Chicago Master Property List.
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A92	5722 Drexel	5722 Drexel	Demolished	REO	Building	Residential
A93	IRB Chiller Node	5735 S. Drexel Avenue	Construction	University	Building	Other
A94	Pediatric ED	TBD	Construction	Hospital	Building	Patient Care
A95	Surgery Pavilion	TBD	Construction	Hospital	Building	Patient Care
AG	A Grid Grounds	57th-59th Streets, Cottage to Ellis	Owned	University	Grounds	Other
B01	LASR	933 East 56TH Street	Owned	University	Building	Office
B02	High Energy Physics(HEP)	935 East 56TH Street	Owned	University	Building	Office
B03	Accelerator Building (ACC)	5604-20 Ellis Avenue	Owned	University	Building	Laboratory
B04	Astronomy & Astrophysics Center	5640 S. Ellis Avenue	Owned	University	Building	Laboratory
B05	Barnes Laboratory	5630 S. Ingleside Avenue	Demolished	University	Inactive	Inactive
B06	Low Temperature Lab	5641 S. Ingleside Avenue	Owned	University	Building	Office
B07	Research Institutes	5640 S. Ellis Avenue	Owned	University	Building	Laboratory
B08	Bio-Psychology Science Building	940 East 57TH Street	Owned	University	Building	Laboratory
B09	Botany Control Lab	5630 S. Ingleside Avenue	Demolished	University	Building	Laboratory
B10	GreenHouse	5630 S. Ingleside Avenue	Demolished	University	Building	Laboratory
B11	Green House Storage	5630 S. Ingleside Avenue	Demolished	University	Building	Laboratory
B12	Botany GreenHouse Office	5630 S. Ingleside Avenue	Demolished	University	Building	Laboratory
B13	Botany GreenHouse	5630 S. Ingleside Avenue	Demolished	University	Building	Laboratory
B14	5613-21 Drexel	5613-21 Drexel Avenue	Owned	REO	Building	Residential
B15	5617 Drexel Garage	5617 Drexel Avenue	Owned	REO	Garage/Shed	Residential
B16	5619 Drexel Garage	5619 Drexel Avenue	Owned	REO	Garage/Shed	Residential
B17	5623 Drexel	5623 Drexel Avenue	Owned	REO	Building	Residential
B18	5623 S. Drexel Garage	5623 S. Drexel Avenue	Owned	REO	Garage/Shed	Residential
B19	5631 Drexel Garage	5631-1/2 Drexel Avenue	Owned	REO	Garage/Shed	Residential
B20	5643 S. Drexel	5643 S. Drexel	Owned	REO	Garage/Shed	Residential
B21	5645 Drexel	5645 Drexel Avenue	Owned	REO	Building	Residential
B22	5645 S. Drexel Garage	5645 S. Drexel	Owned	REO	Garage/Shed	Residential
B23	5659-61 Drexel	5659-61 Drexel Avenue	Owned	REO	Building	Residential
B24	5642-44 Drexel	5642-44 Drexel Avenue	Owned	REO	Building	Residential
B25	5642 Drexel Garage	5642 Drexel Avenue	Owned	REO	Garage/Shed	Residential
B26	5601-05 Maryland	5601-05 Maryland Avenue	Owned	REO	Building	Residential
B27	5631-33 Maryland	5631-33 Maryland Avenue	Owned	REO	Building	Residential
B28	5645-49 Maryland	5645-49 Maryland Avenue	Owned	REO	Building	Residential
B29	University Service Garage	5601 S. Cottage Grove Ave	Owned	University	Building	Other
B30	5604 Maryland	5604 Maryland Avenue	Owned	REO	Building	Residential
B31	5606 Maryland	5606 Maryland Avenue	Owned	REO	Building	Residential
B32	5608 Maryland	5608 Maryland Avenue	Owned	REO	Building	Residential
B33	5644-46 Maryland	5644-46 Maryland Avenue	Owned	REO	Building	Residential
B34	Stagg Field Building	850 East 56th St	Owned	University	Building	Athletic
B35	5545-55 Ingleside	5545-55 Ingleside Avenue	Demolished	REO	Building	Residential
B36	Donnelley Biological Sciences Learning	924 E 57th Street	Owned	University	Building	Teaching
B37	Facilities Service Building	5643-49 S. Cottage Grove	Owned	University	Building	Other

Exhibit "A".

The University Of Chicago Master Property List.
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B38	5638 Maryland	5638 Maryland Avenue	Owned	REO	Building	Residential
B39	5638 Maryland Garage	5638 Maryland Avenue	Owned	REO	Garage/Shed	Residential
B40	5631-39 Cottage Grove	5631-39 Cottage Grove	Owned	REO	Building	Residential
B41	5655 Drexel	5655 Drexel Avenue	Owned	REO	Building	Residential
B42	5649 S. Drexel	5649 S. Drexel Avenue	Owned	REO	Building	Residential
B43	5640 Maryland	5640 Maryland Avenue	Owned	REO	Building	Residential
B44	5622 S. Drexel Garage	5622 S. Drexel	Demolished	REO	Garage/Shed	Residential
B45	5640 S. Maryland Garage	5640 S. Maryland	Owned	REO	Garage/Shed	Residential
B46	Stagg Field Parking Lot	5516 S. Ellis Avenue	Owned	University	Parking Lot	Parking
B47	5650 Maryland Parking Lot	5650 S. Maryland Avenue	Owned	REO	Parking Lot	Parking
B48	Stagg Field	821-921 East 55TH Street	Owned	University	Athletic Field	Non-Bldg
B49	BSLC GreenHouse	924 E. 57TH Street	Owned	University	Building	Laboratory
B50	5613 Drexel	5613 Drexel	Owned	REO	Vacant Lot	Non-Bldg
B51	5611-29 Cottage Grove	5611-29 Cottage Grove	Owned	REO	Building	Residential
B52	BSLC Knapp Center	924 E. 57TH Street	Owned	University	Building	Laboratory
B53	5624 Drexel	5624 Drexel	Demolished	REO	Building	Residential
B54	5609 Maryland	5609 Maryland Avenue	Owned	REO	Building	Residential
B55	5605 Drexel	5605 Drexel	Owned	REO	Building	Office
B59	5641 Drexel	5641 Drexel	Owned	REO	Building	Residential
B60	5635 S. Drexel	5635 S. Drexel	Owned	REO	Building	Residential
B61	5639 S. Drexel	5639 S. Drexel	Owned	REO	Building	Residential
B62	5628 Maryland	5628 Maryland	Owned	REO	Building	Residential
B63	5624 Maryland	5624 Maryland	Demolished	REO	Building	Residential
B64	5626 Maryland	5626 Maryland	Owned	REO	Building	Residential
B70	Radiation Waste Storage	5504 S. Ellis Avenue	Demolished	University	Building	Other
B71	Stagg Field Storage	850 East 56TH Street	Owned	University	Garage/Shed	Other
B72	Drexel Parking Lot		Owned	University	Parking Lot	Parking
B73	LASR Parking Lot	933 East 56TH Street	Owned	University	Parking Lot	Parking
B75	5641 Drexel Garage	5641 Drexel	Owned	REO	Garage/Shed	Residential
B76	5626 Maryland Garage	5626 Maryland	Owned	REO	Garage/Shed	Residential
B77	5641 Cottage Grove Parking Lot	5641 Cottage Grove	Owned	REO	Parking Lot	Parking
B78	Ratner Athletic Center	5530 S. Ellis Avenue	Owned	University	Building	Athletic
B79	5611 Drexel	5611 South Drexel Avenue	Owned	REO	Building	Residential
B80	5632-32 1/2 Maryland	5632-32 1/2 Maryland Avenue	Owned	REO	Building	Residential
B81	5611 Drexel Garage	5611 South Drexel Avenue	Owned	REO	Garage/Shed	Residential
B82	5632 Drexel	5632 South Drexel Avenue	Demolished	REO	Vacant Lot	Non-Bldg
B83	5637 Drexel	5637 South Drexel Avenue	Owned	REO	Vacant Lot	Non-Bldg
B84	5645-49 Maryland Parking Lot	5645-49 Maryland Avenue	Owned	REO	Parking Lot	Parking
B85	5648 Drexel	5648 South Drexel Avenue	Owned	REO	Vacant Lot	Non-Bldg
B86	5626 Drexel	5626 S. Drexel Avenue	Demolished	REO	Building	Residential
B87	5623 Maryland	5623 Maryland Avenue	Demolished	REO	Building	Residential
B88	5621 Maryland	5621 Maryland Avenue	Demolished	REO	Building	Residential

Exhibit "A".

The University Of Chicago Master Property List.
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B90	5649 S. Drexel Garage	5649 S. Drexel	Owned	REO	Garage/Shed	Residential
B91	5655 S. Drexel Garage	5655 S. Drexel	Owned	REO	Garage/Shed	Residential
B92	5608 Drexel	5608 S. Drexel	Owned	REO	Vacant Lot	Non-Bldg
B93	5610 Drexel	5610 S. Drexel	Owned	REO	Building	Residential
B94	5612 Drexel	5612 S. Drexel	Owned	REO	Vacant Lot	Non-Bldg
B95	5628 Drexel	5628 S. Drexel	Demolished	REO	Vacant Lot	Non-Bldg
B96	5630 Drexel	5630 S. Drexel	Demolished	REO	Vacant Lot	Non-Bldg
B97	5611 Maryland	5611 S. Maryland	Demolished	REO	Building	Residential
B98	NRB	TBD	Construction	University	Building	Laboratory
B99	832-834 57th Street	832-834 E 57th Street	Owned	REO	Building	Residential
B100	5614-20 Drexel	5614-20 S Drexel	Demolished	REO	Building	Residential
B101	5607-09 Drexel	5607-09 S Drexel	Demolished	REO	Building	Residential
B102	5647 Drexel	5647 S Drexel	Owned	REO	Building	Residential
B103	5653 Drexel	5653 S Drexel	Owned	REO	Building	Residential
B104	5610 Maryland	5610 S Maryland	Demolished	REO	Building	Residential
B105	5618 Maryland	5618 S Maryland	Owned	REO	Building	Residential
B106	5625 Maryland	5625 S Maryland	Demolished	REO	Building	Residential
B107	5627-29 Cottage Grove Parking Lot	5627-29 Cottage Grove	Owned	REO	Parking Lot	Parking
B108	5627 Drexel	5627 S Drexel	Owned	REO	Building	Residential
B109	5629 Drexel	5629 S Drexel	Owned	REO	Building	Residential
B110	5633 Drexel	5633 S Drexel	Owned	REO	Building	Residential
B111	5651 Drexel	5651 S Drexel	Owned	REO	Building	Residential
B112	5639-41 Maryland	5639-41 Maryland	Owned	REO	Building	Residential
BG	B Grid Grounds	55th-57th Streets, Cottage-Ellis	Owned	University	Grounds	Other
C01	Pierce Hall	5514 University Avenue	Owned	RH&C	Building	Residential
C02	Henry Crown Field House	5550 University Avenue	Owned	University	Building	Athletic
C03	Regenstein Library	1100 East 57TH Street	Owned	University	Building	Library
C04	Bartlett Commons	5640 University Avenue	Owned	University	Building	Other
C05	Young Memorial Building	5555 Ellis Avenue	Owned	University	Building	Office
C13	Smart Museum of Art	5550 Greenwood	Owned	University	Building	Other
C14	Cochrane-Woods Art Center	5540 Greenwood Avenue	Owned	University	Building	Office
C15	Court Theatre	5535 Ellis Avenue	Owned	University	Building	Other
C16	North Field	5530 University Avenue	Owned	University	Athletic Field	Non-Bldg
C17	Pierce Parking Lot	5514 University Avenue	Owned	University	Parking Lot	Non-Bldg
C18	Ellis Parking Lot	55TH & Ellis Avenue	Owned	University	Parking Lot	Non-Bldg
C19	Young Parking Lot	5555 Ellis Avenue	Owned	University	Parking Lot	Non-Bldg
C20	Regenstein Parking Lot	1100 East 57TH Street	Owned	University	Parking Lot	Non-Bldg
C31	University Parking Structure	5505 S. Ellis Avenue	Owned	University	Parking Structure	Parking
C32	Max Palevsky Commons A/West	5625 S. Ellis Avenue	Owned	RH&C	Building	Residential
C33	Max Palevsky Commons B/Center	1101 East 56th Street	Owned	RH&C	Building	Residential
C34	Max Palevsky Commons C/East	5630 University Avenue	Owned	RH&C	Building	Residential
CG	C Grid Grounds	55th-57th Streets, Ellis-Woodlawn	Owned	University	Grounds	Other

Exhibit "A".

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D02	Mitchell Tower	1131 East 57TH Street	Owned	University	Building	Other
D03	Reynolds Clubhouse	5706 University Avenue	Owned	University	Building	Other
D04	Hutchinson Hall	1131 East 57TH Street	Owned	University	Building	Other
D05	Zoology	1101 East 57TH Street	Owned	University	Building	Laboratory
D06	Anatomy	1027 East 57TH Street	Owned	University	Building	Office
D07	Hitchcock Hall	1009 East 57TH Street	Owned	RH&C	Building	Residential
D08	Snell Hall	5709 Ellis Avenue	Owned	RH&C	Building	Residential
D09	Searle Chemistry Laboratory	5715-35 Ellis Avenue	Owned	University	Building	Laboratory
D10	Culver Hall	1025 East 57TH Street	Owned	University	Building	Office
D11	Erman Biology Center	1103 East 57TH Street	Owned	University	Building	Laboratory
D12	Mandel Hall	1131 East 57th Street	Owned	University	Building	Other
D13	Math-Stat Building	5727 University Avenue	Owned	University	Building	Office
D14	Center for Gender Studies	5733 University Avenue	Owned	University	Building	Office
D15	Nursery School I	5740 Woodlawn Avenue	Owned	University	Building	Teaching
D16	Eckhart Hall	1118-32 East 58TH Street	Owned	University	Building	Office
D17	Ryerson Laboratory	1100-14 East 58TH Street	Owned	University	Building	Office
D18	Kent Chemical Laboratory	1020-24 East 58TH Street	Owned	University	Building	Teaching
D19	Jones Laboratory	5747 Ellis Avenue	Owned	University	Building	Laboratory
D20	Administration Building	5801 Ellis Avenue	Owned	University	Building	Office
D21	Cobb Lecture Hall	5811-27 Ellis Avenue	Owned	University	Building	Teaching
D22	Bond Chapel	1025 East 58th St	Owned	University	Building	Other
D23	Swift Hall	1025-35 East 58TH Street	Owned	University	Building	Office
D24	Rosenwald Hall	1101-11 East 58TH Street	Owned	University	Building	Office
D25	Walker Museum	1115-25 East 58TH Street	Owned	University	Building	Office
D26	Breasted Hall (OI)	1155 East 58TH Street	Owned	University	Building	Other
D29	Rockefeller Chapel	5850 Woodlawn Ave	Owned	University	Building	Other
D31	Presidents House	5855 University Avenue	Owned	University	Building	Other
D32	Beecher Hall	5848 University Avenue	Owned	University	Building	Office
D33	Green Hall	5848 University Avenue	Owned	University	Building	Office
D34	Kelly Hall	5848 University Avenue	Owned	University	Building	Office
D35	Foster Hall	1130 East 59TH Street	Owned	University	Building	Office
D36	Social Science Research Building	1126 East 59TH Street	Owned	University	Building	Office
D37	Stuart Hall	5835 Greenwood Avenue	Owned	University	Building	Office
D38	Harper Memorial Library	1116 East 59TH Street	Owned	University	Building	Office
D39	Haskell Hall	5836 Greenwood Avenue	Owned	University	Building	Office
D40	Wieboldt Hall	1050 East 59TH Street	Owned	University	Building	Office
D41	Classics Building	1010 East 59TH Street	Owned	University	Building	Office
D42	Goodspeed Hall	1010 East 59TH Street	Owned	University	Building	Office
D43	Gates Hall	5845 Ellis Avenue	Owned	University	Building	Office
D44	Blake Hall	5845 Ellis Avenue	Owned	University	Building	Office
D45	5720 Woodlawn Building	5720 Woodlawn Avenue	Owned	University	Building	Office
D46	Human Development	5730 Woodlawn Avenue	Owned	University	Building	Office

Exhibit "A".

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D47	5736 Woodlawn Building	5736 Woodlawn Avenue	Owned	University	Building	Office
D48	5737 University	5737 University Avenue	Owned	University	Building	Office
D49	Nursery School II	5750 Woodlawn Avenue	Owned	University	Building	Teaching
D50	Presidents Garage	5855 University Avenue	Owned	University	Garage/Shed	Other
D51	5730 Woodlawn Garage	5730 Woodlawn Avenue	Owned	University	Garage/Shed	Other
D52	5736 Woodlawn Garage	5736 Woodlawn Avenue	Owned	University	Garage/Shed	Other
D53	Pick Hall	5828 University Avenue	Owned	University	Building	Office
D54	5710 S. Woodlawn	5710 S. Woodlawn	Owned	University	Building	Other
D55	5710 Woodlawn Garage	5710 Woodlawn	Owned	University	Garage/Shed	Other
D56	Searle Parking Lot	5715-35 Ellis Avenue	Owned	University	Parking Lot	Parking
D57	Woodlawn Parking Lot		Owned	University	Parking Lot	Parking
D58	Lexington Parking Lot	5835 University Avenue	Owned	University	Parking Lot	Parking
DG	D Grid Grounds	57th-59th Streets, Ellis-Woodlawn	Owned	University	Grounds	Other
E01	Robie House	5757 Woodlawn Avenue	Owned	Other	Building	Office
E02	Woodward Court	5824 Woodlawn Avenue	Demolished	RH&C	Building	Residential
E05	Lillie House	5801 Kenwood Avenue	Owned	University	Building	Office
E06	Sunny Gymnasium	5823 Kenwood Avenue	Owned	University	Building	Athletic
E07	Belfield Hall	5815-23 Kimbark Avenue	Owned	University	Building	Teaching
E08	Woodward Commons	5825 Woodlawn Avenue	Demolished	RH&C	Building	Residential
E09	Ida Noyes Hall	1212 East 59TH Street	Owned	University	Building	Other
E10	Judd Hall	5835 Kimbark Avenue	Owned	University	Building	Office
E11	University High School	5840 Kenwood Avenue	Owned	University	Building	Teaching
E12	Blaine Hall	1362 East 59TH Street	Owned	University	Building	Teaching
E13	International House	1414 East 59TH Street	Owned	University	Building	Residential
E14	5706-08 Blackstone	5706-08 Blackstone Avenue	Owned	REO	Building	Residential
E15	1413-15 East 57TH Street	1413-15 East 57TH Street	Owned	REO	Building	Residential
E16	5700 Kenwood	5700 Kenwood Avenue	Owned	REO	Building	Residential
E17	1323 East 57TH Street	1323 East 57TH Street	Owned	REO	Building	Residential
E18	Blackstone Hall	5748 Blackstone Avenue	Owned	RH&C	Building	Residential
E19	5710 Blackstone	5710 Blackstone Avenue	Owned	REO	Building	Residential
E20	Wilder House	5811 Kenwood Avenue	Owned	University	Building	Office
E21	Breckinridge House	1442 East 59TH Street	Owned	RH&C	Building	Residential
E22	5706 Blackstone Garage	5706 Blackstone	Owned	REO	Garage/Shed	Residential
E23	1323 East 57TH Street Garage	1323 East 57TH Street	Owned	REO	Garage/Shed	Residential
E24	5700-5708 S. Stony Island	5700-5708 S. Stony Island	Owned	REO	Building	Residential
E25	Lillie House Shed	5801 Kenwood Avenue	Owned	University	Garage/Shed	Other
E26	Wilder House Garage	5811 Kenwood Avenue	Demolished	University	Garage/Shed	Other
E27	5700-5708 Stony Island Parking Lot	5700-5708 Stony Island	Owned	REO	Parking Lot	Parking
E29	Middle School	5838 Kenwood	Owned	University	Building	Teaching
E31	Judd Parking Lot	5835 Kimbark Avenue	Owned	University	Parking Lot	Parking
E32	Woodward Parking Lot	5825 Woodlawn Avenue	Demolished	University	Parking Lot	Parking
E33	Ida Noyes Parking Lot	58th & Woodlawn Avenue	Demolished	University	Parking Lot	Parking

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E38	Cloisters	5801 South Dorchester	Owned	REO	Building	Residential
E39	Stein Place	5825 South Dorchester	Owned	REO	Building	Residential
E41	Kovler Gymnasium	5823 S. Kenwood Ave	Owned	University	Building	Athletic
E42	5721 Kenwood Parking Lot	5721 South Kenwood Avenue	Owned	REO	Parking Lot	Parking
E43	Cloister Parking Lot	5801-11 South Dorchester Avenue	Owned	REO	Parking Lot	Parking
E44	GSB - Campus Center	5807 S. Woodlawn Avenue	Owned	University	Building	Office
E50	*Doctors Hospital of Hyde Park*	*5800 South Stony Island Avenue*	Other	Other	Building	Office
EG	E Grid Grounds	57th-59th Streets, Woodlawn-Stony Isla	Owned	University	Grounds	Other
F02	Steam Plant Power Plant	6053 Blackstone Avenue	Owned	University	Building	Other
F03	Steam Plant Engineers Office	6101 Blackstone Avenue	Owned	University	Building	Other
F05	C.F.S.C.	1411-13 East 60TH Street	Demolished	University	Building	Other
F06	6018-20 Blackstone	6018-20 Blackstone Avenue	Demolished	University	Building	Other
F07	Power Plant Garage	6037 Blackstone Avenue	Owned	University	Garage/Shed	Other
F08	Laboratory Service Building	6049 Blackstone Avenue	Owned	University	Building	Other
F09	1445-49 E 60th Street	1445-49 E 60th	Owned	REO	Vacant Lot	Non-Bldg
F10	1545 E 60th Street	1545 E 60th	Owned	REO	Vacant Lot	Non-Bldg
F11	Dorchester Parking Lot		Owned	University	Parking Lot	Parking
F12	Press Office Building	1427 East 60th Street	Owned	University	Building	Office
F13	Press Building Parking Lot	1427 East 60th Street	Owned	University	Parking Lot	Parking
F14	Community Parking Lot	60th Street & Harper Avenue	Owned	University	Parking Lot	Parking
FG	F Grid Grounds	59th-61st Streets, Blackstone-Stony Isl	Owned	University	Grounds	Other
G01	Orthogenic School	1365-75 East 60TH Street	Owned	University	Building	Residential
G02	Chapin Hall	1313 East 60TH Street	Owned	Other	Building	Office
G03	New Graduate Residence Hall	1307 East 60TH Street	Owned	REO	Building	Residential
G04	Mott Building	1225 East 60TH Street	Owned	University	Building	Office
G05	6021-35 Kimbark	6021-35 Kimbark Avenue	Owned	REO	Building	Residential
G06	Mott Parking Lot	6022 Kimbark	Owned	University	Parking Lot	Parking
G09	6005-11 Woodlawn	6005-11 Woodlawn	Owned	REO	Building	Residential
G10	6042 Kimbark	6042 Kimbark Avenue	Owned	University	Building	Office
G12	6021 Kimbark Garage	6021 Kimbark Avenue	Owned	REO	Garage/Shed	Residential
G13	6035 Kimbark Garage	6035 Kimbark Avenue	Owned	REO	Garage/Shed	Residential
G14	*6030 Kimbark Parking Lot*	*6022-30 S. Kimbark Avenue*	Owned	University	Parking Lot	Parking
G15	Chapin Hall Parking Lot	6032 S. Kimbark Avenue	Owned	University	Parking Lot	Parking
G17	NGRH Parking Lot	1307 East 60TH Street	Owned	REO	Parking Lot	Parking
G30	Bell Telephone Building	6035 S. Kenwood	Owned	REO	Building	Office
GG	G Grid Grounds	59th-61st Streets, Blackstone-Woodlaw	Owned	University	Grounds	Other
H01	1155 Building	1155 East 60TH Street	Owned	REO	Building	Office
H02	Law School	1111 East 60TH Street	Owned	University	Building	Office
H03	Burton-Judson Courts	1005 East 60TH Street	Owned	RH&C	Building	Residential
H05	Law School Parking Lot	61st Street & University Avenue	Owned	University	Parking Lot	Parking
H08	1155 East 60TH Street Parking Lot	1155 East 60TH Street	Owned	REO	Parking Lot	Parking
H09	South Campus Residence Hall	61st & Ellis	Construction	RH&C	Building	Residential

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HG	H Grid Grounds	59th-61st Streets, Woodlawn-Ellis	Owned	University	Grounds	Other
I01	Social Service Administration	969 East 60TH Street	Owned	University	Building	Office
I02	Midway Studios	6016 Ingleside Avenue	Owned	University	Building	Teaching
I03	6011-27 Ingleside	6011-27 Ingleside	Owned	REO	Building	Residential
I04	Edelstone Hall	6030 Ellis Avenue	Owned	University	Building	Office
I05	Edelstone Parking Lot	6058 Ellis Parking Lot	Owned	University	Parking Lot	Parking
I06	6020-22 Ingleside	6020-22 Ingleside Avenue	Owned	REO	Building	Residential
I07	6044-52 Ingleside	6044-52 Ingleside Avenue	Owned	REO	Building	Residential
I08	6054-56 Ingleside	6054-56 Ingleside Avenue	Owned	REO	Building	Residential
I09	6051-57 Drexel	6051-57 Drexel Avenue	Owned	REO	Building	Residential
I10	6022-24 Drexel	6022-24 Drexel Avenue	Owned	REO	Building	Residential
I11	Service Station	6001-17 Cottage Grove	Owned	REO	Building	Commercial
I12	6021-23 Cottage Grove	6021-23 Cottage Grove	Owned	REO	Building	Residential
I13	Woodlawn Social Service Center	950 East 61Street Street	Owned	REO	Building	Office
I20	6024-58 S. Drexel Place Parking Lot	6024-58 S. Drexel Place	Owned	Hospital	Parking Lot	Parking
I21	6021-49 S. Drexel Place Parking Lot	6021-49 S. Drexel Place	Owned	Hospital	Parking Lot	Parking
I23	Wells Parking Lot	6000 S. Drexel Avenue	Owned	University	Parking Lot	Parking
I24	Wagner Parking Lot	6001 S. Drexel Avenue	Owned	University	Parking Lot	Parking
I25	WSSC Parking Lot	950 East 61Street Street	Owned	REO	Parking Lot	Parking
I26	6011-27 Ingleside Parking Lot	6011-27 South Ingleside Avenue	Owned	REO	Parking Lot	Parking
I27	6024-42 Ingleside Parking Lot	6024-42 S. Ingleside Avenue	Owned	REO	Parking Lot	Parking
I28	Hospital Parking Structure/Office Building	61st & Drexel	Construction	Hospital	Building	Parking
IG	I Grid Grounds	59th-61st Streets, Woodlawn-Cottage	Owned	University	Grounds	Other
JG	J Grid Grounds	61st Street East of Harper Avenue	Owned	University	Grounds	Other
K02	1334-40 Hyde Park Blvd	1334-40 Hyde Park Blvd	Owned	REO	Building	Residential
K03	1318-24 Hyde Park Blvd	1318-24 Hyde Park Blvd	Owned	REO	Building	Residential
K04	1310-16 Hyde Park Blvd	1310-16 Hyde Park Blvd	Owned	REO	Building	Residential
K05	1330 Hyde Park Blvd	1330 Hyde Park Blvd	Owned	REO	Vacant Lot	Non-Building
K06	5020 Cornell	5020 Cornell Avenue	Owned	REO	Building	Commercial
K07	1027-29 East 48th Street	1027-29 East 48th Street	Owned	REO	Vacant Lot	Non-Building
L01	1100-10 East 53rd Street	1100-10 East 53rd Street	Owned	REO	Building	Residential
L02	1160-74 East 55TH Street	1160-74 East 55TH Street	Owned	REO	Building	Commercial
L05	5427-29 Greenwood	5427-29 Greenwood Avenue	Owned	REO	Building	Residential
L06	5470 Greenwood	5470 Greenwood Avenue	Owned	REO	Building	Residential
L07	5482-88 Greenwood	5482-88 Greenwood Avenue	Owned	REO	Building	Residential
L08	5468 Ellis	5468 Ellis Avenue	Owned	REO	Building	Residential
L09	5440 Ingleside	5440 Ingleside Avenue	Owned	REO	Building	Residential
L10	MacLean House	5445 S. Ingleside	Owned	RH&C	Building	Residential
L11	Friends Center	800 E 55th Street	Owned	Hospital	Building	Patient Care
L12	1100 East 53RD Street Garage	1100 East 53RD Street	Owned	REO	Garage/Shed	Residential
L15	5468 S. Ellis Garage	5468 S. Ellis Avenue	Owned	REO	Garage/Shed	Residential

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L17	5442 Drexel	5442 Drexel Avenue	Owned	REO	Building	Residential
L21	5436 Drexel	5436 Drexel Avenue	Owned	REO	Vacant Lot	Non-Building
L22	5440 Drexel	5440 Drexel Avenue	Owned	Hospital	Building	Residential
L23	5440 Drexel Garage	5440 Drexel Avenue Garage	Owned	Hospital	Garage/Shed	Residential
L25	5482 Greenwood Parking Lot	5482 South Greenwood Avenue	Owned	REO	Parking Lot	Residential
L26	5450 Drexel	5450 Drexel Avenue	Owned	REO	Building	Residential
L27	State Farm Building	5245 S Cottage Grove Avenue	Owned	REO	Building	Commercial
L28	Ronald MacDonald House	5444 S Drexel Avenue	Construction		Building	
M01	Piccadilly Apartments	5107 Blackstone Avenue	Owned	REO	Building	Residential
M02	Carlson Hall	1401-03 E Hyde Park Blvd	Owned	REO	Building	Residential
M03	Fairfax Apartments	1369 East Hyde Park Blvd	Owned	REO	Building	Residential
M04	Chicago Arms	5125 Kenwood Avenue	Owned	REO	Building	Residential
M05	Shelbyrne Apartments	5110 Kenwood Avenue	Owned	REO	Building	Residential
M06	Max Mason Hall	1215 E Hyde Park Blvd	Owned	REO	Building	Residential
M07	Grosvenor Apartments	5220 Kenwood Avenue	Owned	REO	Building	Residential
M08	Harper Crest Apartments	5345 Harper Avenue	Owned	REO	Building	Residential
M09	Gaylord Apartments	5316-30 Dorchester Avenue	Owned	REO	Building	Residential
M10	5301-23 Kimbark	5301-23 Kimbark	Owned	REO	Building	Residential
M11	5409-11 Blackstone	5409-11 BlackStone Avenue	Owned	REO	Building	Residential
M12	5410-18 Ridgewood Court	5410-18 Ridgewood Court	Owned	REO	Building	Residential
M13	5428-32 Kimbark	5428-32 Kimbark Avenue	Owned	REO	Building	Residential
M14	5439-45 Woodlawn	5439-45 Woodlawn Avenue	Owned	REO	Building	Residential
M15	5447-57 Woodlawn	5447-57 Woodlawn Avenue	Owned	REO	Building	Residential
M17	5447 Woodlawn Garage	5447 Woodlawn Avenue	Owned	REO	Garage/Shed	Residential
M18	5457 Woodlawn Garage	5457 Woodlawn Avenue	Owned	REO	Garage/Shed	Residential
M19	5118 S. Dorchester	5118 S. Dorchester Avenue	Owned	REO	Building	Residential
M20	Shoreland Hall	5454 South Shore Drive	Owned	RH&C	Building	Residential
M22	1405-21 E Hyde Park Blvd Parking Lot	1405-21 E Hyde Park Blvd	Owned	REO	Parking Lot	Parking
M23	1361-65 E Hyde Park Blvd	1361-65 E Hyde Park Blvd	Owned	REO	Other	Other
M24	5117 S Kenwood Parking Lot	5117 S Kenwood	Owned	REO	Parking Lot	Parking
M25	1400-12 E Hyde Park Blvd	1400-12 E Hyde Park Blvd	Owned	REO	Parking Lot	Parking
M26	5220 Kenwood Parking Lot	5220 Kenwood	Owned	REO	Parking Lot	Parking
M27	5114-16 Kenwood Parking Lot	5114-16 Kenwood	Owned	REO	Parking Lot	Parking
M28	1514-16 E 54TH Street Parking Lot	1514-16 E 54TH Street	Owned	REO	Parking Lot	Parking
M29	Picadilly Parking Lot	5111-17 Blackstone	Owned	REO	Parking Lot	Parking
M30	1401 E 55TH Street #608N	1401 E 55TH Street	Owned	REO	Building	Residential
M31	1401-09 53RD Street	1401-09 53RD Street	Owned	REO	Building	Residential
M33	Hyde Park Shopping Center		Owned	REO	Building	Commercial
M34	5455 Blackstone	5455 Blackstone Avenue	Owned	REO	Building	Residential
M35	5330 Blackstone	5330 Blackstone Avenue	Owned	REO	Building	Residential
M36	5100 South Blackstone	5101 South Blackstone Avenue	TBD	REO	Building	Residential
M37	5100 South Blackstone Parking Lot	5101 South Blackstone Avenue	TBD	REO	Parking Lot	Parking

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M38	5104 South Kenwood Parking Lot	5105 South Kenwood Avenue	Owned	REO	Parking Lot	Parking
M39	5110 South Dorchester	5111 South Dorchester Avenue	Owned	REO	Vacant Lot	Non-Building
M40	5111 South Kenwood	5112 South Kenwood Avenue	Owned	REO	Vacant Lot	Non-Building
M41	5301-15 South Dorchester Parking Lot	5301-15 South Dorchester Avenue	Owned	REO	Parking Lot	Parking
M42	5345 South Harper Parking Lot	5346 South Harper Avenue	Owned	REO	Parking Lot	Parking
M43	5461 South Woodlawn	5462 South Woodlawn Avenue	Owned	REO	Vacant Lot	Non-Building
M44	Theater Building	5238-40 South Harper Avenue	Owned	REO	Building	Commercial
M45	53rd Street Retail Building	1452-66 East 53rd Street	Owned	REO	Building	Commercial
M46	5228 Harper	5228 S Harper Avenue	Owned	REO	Building	Commercial
N01	Broadview Hall	5540 S Hyde Park Blvd	Owned	RH&C	Building	Residential
N02	5533-35 Blackstone	5533-35 Blackstone Avenue	Owned	REO	Building	Residential
N03	5514 Blackstone	5514 Blackstone Avenue	Owned	REO	Building	Residential
N04	5623-25 Dorchester	5623-25 Dorchester Avenue	Owned	REO	Building	Residential
N09	Sylvan Arms	5532 Kenwood Ave	Owned	REO	Building	Residential
N11	University Service Building (ATS)	5608 Stony Island Avenue	Owned	University	Building	Other
N12	Alumni Association	5555 S. Woodlawn	Owned	University	Building	Office
NG	N Grid Grounds	55th-57th Streets, Woodlawn-Stony Isla	Owned	University	Grounds	Other
P01	Press WareHouse	11030 Langley Avenue	Owned	University	Building	Other
P02	Press WareHouse Addition	11030 Langley Avenue	Owned	University	Building	Other
P03	Press WareHouse II	727 East 110th Street	Owned	University	Building	Other
P04	Press Parking Lot		Owned	University	Parking Lot	Other
P05	Press new property	10910 S Langley Avenue	Owned	University		
X07	Weiss Memorial Hospital		Owned	Hospital	Building	Patient Care
X18	Gleacher Center	450 North Cityfront Plaza	Owned	University	Building	Office

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST COMMUNITY CHURCH.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred an order for cancellation of a warrant for collection issued against Community Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel the warrant for collection of Invoice Number 101953/Inspection Number 1322784 in the amount of $60.00 for annual canopy inspection, under the date of September 13, 2006, charged to Community Church, for their premises located at 4817 West Madison Street.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY THE UNIVERSITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Hairston (5th Ward) authorizing the reduction in license fees for the employment of special police at The University of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-340-050 of the Municipal Code of Chicago, the following charitable institution employs one hundred (100) special police and shall pay an annual fee of Ten and no/100 Dollars ($10.00) per license for the year 2007:

The University of Chicago
5801 South Ellis Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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 issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 94832 through 94840 of this *Journal*.]

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABRAMS	HENRY	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/2006	0.00
ADAMS	JERRY M	POLICE OFFICER	FOURTH DISTRICT	5/07/2006	0.00
ALDAHONDO	GIL A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/2006	0.00
ALLEN	DAVID R	POLICE OFFICER	SIXTH DISTRICT	1/30/2005	0.00
ALLEN	RAYMOND	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/2006	0.00
ALLEN	REGAN	POLICE OFFICER	THIRD DISTRICT	5/19/2006	0.00
ALLEN-HARPER-TATE	JYTONNE	POLICE OFFICER	UNKNOWN	8/10/2006	0.00
ALMDALE	LLOYD	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	7/22/2006	0.00
ALONZO	SHAWN P.	POLICE OFFICER	RECRUIT TRAINING	9/11/2006	0.00
ANTONSEN	RICHARD	POLICE OFFICER	FOURTH DISTRICT	9/28/2006	0.00
ARCHER	STEVEN K.	POLICE OFFICER	RECRUIT TRAINING	9/18/2006	0.00
ARCILLAS	MARK J	POLICE OFFICER	FOURTEENTH DISTRICT	7/16/2006	0.00
ARNOTE	JAN G	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	9/19/2004	0.00
ARONA	ROBERT J	POLICE OFFICER	SEVENTH DISTRICT	9/03/2006	0.00
AUGLE	MATTHEW E	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	0.00
AUSTIN	STEPHEN G.	POLICE OFFICER	RECRUIT TRAINING	8/22/2006	0.00
AVALOS	ANGEL D	POLICE OFFICER	TWELFTH DISTRICT	3/10/2006	0.00
AVILA	JOSEPH C	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/27/2006	0.00
AVILA	SALVADOR	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/2005	0.00
BADILLO	ENRIQUE	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/2006	0.00
BAIO	MATTHEW	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	11/02/2006	0.00
BALL	RONALD J	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/08/2006	0.00
BANIK	MARIBETH	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	0.00
BARANOWSKI	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/28/2006	0.00
BARBER	VICTORIA A	POLICE OFFICER	FIRST DISTRICT	8/24/2006	0.00
BARNAS	KENNETH	POLICE OFFICER	TENTH DISTRICT	6/02/2006	0.00
BARNER	RAYFORD	POLICE OFFICER	SIXTH DISTRICT	7/22/2006	0.00
BARNES	DAVID	POLICE OFFICER	RECRUIT TRAINING	9/27/2006	0.00
BARROSO	FREDI	POLICE OFFICER	THIRD DISTRICT	9/16/2006	0.00
BARTH-FLYNN	TERESE	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/2001	0.00
BARTH-FLYNN	TERESE	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/2004	0.00
BATOR	CARL	POLICE OFFICER	NARCOTICS SECTION	1/10/2003	0.00
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/1987	0.00
BLASZ	MICHELE M	POLICE OFFICER	FOURTEENTH DISTRICT	7/17/2006	0.00
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	9/27/2006	0.00
BOOKER	JEROME P	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/2006	0.00
BOSCH	MARK A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/31/2006	0.00
BRANDSTETTER	JASON	POLICE OFFICER	EIGHTEENTH DISTRICT	6/21/2006	0.00
BROSNAN	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	5/08/2006	0.00
BROWN	DAVID S	POLICE OFFICER	SECOND DISTRICT	2/25/2006	0.00
BRYNKUS	EMILIA	POLICE OFFICER	RECRUIT TRAINING	12/14/2005	0.00
BURRELL	STEVEN E	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/21/2006	0.00
CAIN	ROZILLIUS P	POLICE OFFICER	UNKNOWN	10/08/2006	0.00
CALIXTO	RAMON	POLICE OFFICER	THIRTEENTH DISTRICT	3/02/2006	0.00
CAMPBELL	JAMES H	POLICE OFFICER	THIRD DISTRICT	10/28/2006	0.00
CAPONERA	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	9/25/2006	0.00
CARDENAS	JUAN C	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/09/2006	0.00
CASTRO	ROGELIO	POLICE OFFICER	NINETEENTH DISTRICT	8/21/2006	0.00
CATINELLA	DOMINICK	POLICE OFFICER	RECRUIT TRAINING	5/23/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAVIN	DARYL	POLICE OFFICER	FOURTH DISTRICT	2/15/2001	0.00
CELEDON	ORLANDO	POLICE OFFICER	UNKNOWN	7/18/2006	0.00
CERDA	JORGE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/19/2006	0.00
CHERRY	DAVID A	POLICE OFFICER	THIRD DISTRICT	9/09/2006	0.00
CHON	STEVE C.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/30/2006	0.00
CHUCHRO	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	9/28/2006	0.00
CIARDULLO	GINO M	POLICE OFFICER	NINTH DISTRICT	5/25/2006	0.00
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/07/1995	0.00
CLANCY	WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/05/2006	0.00
COLON	NORMA A.	POLICE OFFICER	RECRUIT TRAINING	8/24/2006	0.00
COLON	WALLDY E.	POLICE OFFICER	FIFTEENTH DISTRICT	9/12/2006	0.00
CONNELLY	DENNIS M	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/2006	0.00
CONWAY	NICOLE D.	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	0.00
COOPER	ROBERT W	POLICE OFFICER	EIGHTEENTH DISTRICT	6/08/2006	0.00
CORONA	JOSEPH M	POLICE OFFICER	ELEVENTH DISTRICT	10/24/2006	0.00
COSTANZO	BRIAN	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/2006	0.00
COSTELLO-CZUBERNAT	BRIDGET	POLICE OFFICER	SEVENTH DISTRICT	8/09/1995	0.00
CRUZ	ARCENIO	POLICE OFFICER	NINETEENTH DISTRICT	4/08/2006	0.00
CUNNINGHAM	KATHY D	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	7/04/2006	0.00
CYGNAR	ROBERT S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/18/2006	0.00
DAHLBERG	JOHN H	POLICE OFFICER	EIGHTEENTH DISTRICT	8/17/2006	0.00
DAICHENDT	KURT M	POLICE OFFICER	SIXTEENTH DISTRICT	5/28/2006	0.00
DAILEY	SEAN P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/21/2002	0.00
DAVID-NIGRO	LYZETTE	POLICE OFFICER	THIRTEENTH DISTRICT	4/22/2006	0.00
DAVIS	JAMES	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/07/2006	0.00
DELBOSGUE	STEPHEN M	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/16/2006	0.00
DOCKETT	STEPHON	POLICE OFFICER	FIFTEENTH DISTRICT	5/24/2006	0.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/1988	0.00
DOUGHERTY	CHARLES F	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/07/2006	0.00
DOYLE-MONAGHAN	JACALYN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/02/2006	0.00
DUFFY	KEVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/2006	0.00
DUGGAN	TIMOTHY	POLICE OFFICER	FIFTEENTH DISTRICT	10/25/2006	0.00
EBBITT	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	6/23/2006	0.00
EDWARDS	DARRYL	POLICE OFFICER	SECOND DISTRICT	6/29/2006	0.00
EDWARDS	ELMORE	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/2005	0.00
EDWARDS	RAYMOND	POLICE OFFICER	SIXTH DISTRICT	7/02/2006	0.00
ENRIQUEZ	ELIZABETH	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	0.00
ERVIN	SANDRA J	POLICE OFFICER	SECOND DISTRICT	9/28/2005	0.00
ESPARZA-HALL	ALEXSANDRA	POLICE OFFICER	SEVENTH DISTRICT	1/16/2006	0.00
ESTRADA	JOHN R	POLICE OFFICER	THIRTEENTH DISTRICT	2/13/2006	0.00
FELICIANO	WILSON	POLICE OFFICER	TWENTIETH DISTRICT	5/19/2006	0.00
FELL	TODD	POLICE OFFICER	NARCOTICS SECTION	9/28/2006	0.00
FENCL	MATTHEW R.	POLICE OFFICER	GUN REGISTRATION	6/30/2006	0.00
FIERRO	HUGO	POLICE OFFICER	EIGHTEENTH DISTRICT	4/27/2006	0.00
FIGUEROA	GEORGE	POLICE OFFICER	INTELLIGENCE SECTION	6/19/2006	0.00
FILICE	DARYL	POLICE OFFICER	NINTH DISTRICT	9/05/2006	0.00
FISHER	APRIL K	POLICE OFFICER	RECRUIT TRAINING	9/26/2006	0.00
FISSINGER	LESLIE J	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/2006	0.00
FLAHERTY	KENNETH	POLICE OFFICER	NINTH DISTRICT	9/16/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FLYNN	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	7/11/2006	0.00
FOLEY	EDWARD	POLICE OFFICER	NINTH DISTRICT	9/05/2006	0.00
FOSTER	MARK S	POLICE OFFICER	NINTH DISTRICT	9/20/2006	0.00
FRANO	JOHN W	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/2006	0.00
FRENZEL	EUGENE W	POLICE OFFICER	RECRUIT TRAINING	6/12/2006	0.00
FRY	KEVIN	POLICE OFFICER	SEVENTH DISTRICT	5/02/2006	0.00
FUNCHION	NIAL	POLICE OFFICER	MARINE UNIT	7/13/2006	0.00
GAJI	TIFFANY S	POLICE OFFICER	THIRD DISTRICT	4/16/2005	0.00
GARRIDO	JOHN	POLICE OFFICER	TENTH DISTRICT	9/25/2006	0.00
GARZA	ALFRED	POLICE OFFICER	TWELFTH DISTRICT	12/28/2005	0.00
GARZA	ARMANDO	POLICE OFFICER	SIXTH DISTRICT	6/14/2005	0.00
GASPAR	ELADIO	POLICE OFFICER	TENTH DISTRICT	2/16/2006	0.00
GILBERTO	MATTHEW A	POLICE OFFICER	FIRST DISTRICT	8/17/2005	0.00
GLOVER	KENNETH D	POLICE OFFICER	TWELFTH DISTRICT	8/19/2006	0.00
GONZALEZ	CAMILO E	POLICE OFFICER	TENTH DISTRICT	1/09/2005	0.00
GRAFFEO	TRACY	POLICE OFFICER	FOURTEENTH DISTRICT	1/01/2006	0.00
GREEN	ANDRE	POLICE OFFICER	SEVENTH DISTRICT	4/30/2003	0.00
GREEN	JAMES M	POLICE OFFICER	ELEVENTH DISTRICT	9/05/2006	0.00
GREIF	ROBERT F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/11/2006	0.00
GRIFFIN	RICHARD C	POLICE OFFICER	SIXTH DISTRICT	7/13/2006	0.00
GRIMM	THOMAS	POLICE OFFICER	TWELFTH DISTRICT	7/01/2006	0.00
GROH	JOSEPH R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/2006	0.00
GUARDI	NANO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/10/2006	0.00
GUEST	EILEEN T	POLICE OFFICER	UNKNOWN	7/17/2006	0.00
GUNNING	JOSEPH	POLICE OFFICER	RECRUIT TRAINING	9/16/2006	0.00
HALEEM	ALI Y	POLICE OFFICER	EIGHTH DISTRICT	6/05/2004	0.00
HALEEM	ALI Y	POLICE OFFICER	EIGHTH DISTRICT	7/25/2005	0.00
HALEEM	MAHMOUD	POLICE OFFICER	EIGHTH DISTRICT	10/01/2006	0.00
HALL	JOHN A	POLICE OFFICER	CENTRAL DETENTION SECTION	6/21/2006	0.00
HALLINAN	SHAWN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	0.00
HARRIS	BRIAN L	POLICE OFFICER	SIXTH DISTRICT	4/05/2006	0.00
HARRIS	DANIEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/2006	0.00
HAUSER	ROBERT P	POLICE OFFICER	EIGHTH DISTRICT	9/28/2006	0.00
HAWKINS	BRIAN	POLICE OFFICER	NARCOTICS SECTION	9/06/2006	0.00
HEARD-COOPER	PAULINE M	POLICE OFFICER	SECOND DISTRICT	9/06/2001	0.00
HELSON	ERIC E	POLICE OFFICER	FIRST DISTRICT	7/20/2006	0.00
HENDRICKS	CHERIE N	POLICE OFFICER	UNKNOWN	8/06/2006	0.00
HERNANDEZ	NICHOLAS J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/20/2006	0.00
HERRERA	JUANA	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	0.00
HERRON	RUBY	POLICE OFFICER	THIRD DISTRICT	10/03/2005	0.00
HICKS	ANTHONY L	POLICE OFFICER	ELEVENTH DISTRICT	8/01/2006	0.00
HILL	REGINALD	POLICE OFFICER	SIXTH DISTRICT	4/02/2005	0.00
HO	JONATHAN	POLICE OFFICER	SEVENTH DISTRICT	8/20/2006	0.00
HOUSER	LOWELL P	POLICE OFFICER	SEVENTH DISTRICT	1/21/2006	0.00
HOWARD	ANDRE L	POLICE OFFICER	TWELFTH DISTRICT	7/19/2006	0.00
HROMA	JOHN	POLICE OFFICER	FIFTH DISTRICT	9/14/2006	0.00
HUGHES	DENNIS	POLICE OFFICER	INTELLIGENCE SECTION	4/16/2006	0.00
HUNT	DAVID M	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/02/2006	0.00
HUNT	JA'LANCE O.	POLICE OFFICER	SEVENTH DISTRICT	3/11/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HYDE	AUGUST C	POLICE OFFICER	SEVENTH DISTRICT	9/22/2006	0.00
JABER	RABI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	0.00
JACKSON	ERIC	POLICE OFFICER	SIXTH DISTRICT	8/08/2006	0.00
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/1994	0.00
JAGLARSKI	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2006	0.00
JARMUSZ	DAVID	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	9/22/2006	0.00
JASKE	PAUL S	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/2006	0.00
JOHNSON	AJAMU-BOM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/01/2006	0.00
JONES JR	CLARENCE L	POLICE OFFICER	THIRD DISTRICT	5/30/2006	0.00
KAMKA	MITCHELL	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/02/2005	0.00
KAPUGI	STEVEN	POLICE OFFICER	FIRST DISTRICT	3/18/2006	0.00
KARADJIAS	SOLOMIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/1995	0.00
KATICH	CHERE	POLICE OFFICER	DISTRICT REINSTATEMENTS	9/13/2006	0.00
KAUP	EDWIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/06/2006	0.00
KAZUPSKI	EDWARD R	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/23/2006	0.00
KEETER	JOSEPH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/30/2006	0.00
KELL-HECKENBACH	MARY ELIZABETH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/21/2006	0.00
KELLAM	ROBERT T	POLICE OFFICER	NINTH DISTRICT	9/21/2006	0.00
KELNOSKY	STEVEN	POLICE OFFICER	NINTH DISTRICT	10/04/2006	0.00
KHAN	ZARAK	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2006	0.00
KIM	ALEXANDER B	POLICE OFFICER	EIGHTH DISTRICT	11/13/2005	0.00
KING	JEMAL	POLICE OFFICER	SIXTH DISTRICT	2/21/2006	0.00
KING	STEVIE	POLICE OFFICER	SECOND DISTRICT	12/01/2001	0.00
KOKIC	MARKO A	POLICE OFFICER	RECRUIT TRAINING	10/17/2005	0.00
KONIARSKI	JENNIFER L	POLICE OFFICER	RECRUIT TRAINING	10/15/2003	0.00
KONIOR	BRIAN J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/19/2006	0.00
KORBAS	DEAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/29/2006	0.00
KOSZOLA	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	5/05/2006	0.00
KROFEL	KENNETH	POLICE OFFICER	TWENTIETH DISTRICT	6/05/1993	0.00
KUHLMANN	LAURA C.	POLICE OFFICER	RECRUIT TRAINING	7/09/2004	0.00
KUMIGA	MICHAEL J.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/19/2006	0.00
KUPRIANCZYK	STANLEY	POLICE OFFICER	MARINE UNIT	2/09/2006	0.00
KURPIEL	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	6/30/2006	0.00
LADD	RYAN M	POLICE OFFICER	UNKNOWN	10/08/2006	0.00
LADUZINSKY	MARK J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/28/2006	0.00
LANDORF	ERIC A.	POLICE OFFICER	SIXTEENTH DISTRICT	7/24/2006	0.00
LANGE	JIMMIE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	0.00
LARDINO	DANIEL P	POLICE OFFICER	TWENTIETH DISTRICT	9/28/2006	0.00
LAVORATA	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/2006	0.00
LEE	HYUK J	POLICE OFFICER	TENTH DISTRICT	8/12/2006	0.00
LESIECKI	ANDREW	POLICE OFFICER	NINTH DISTRICT	8/07/2006	0.00
LEWIS	HERSCHEL	POLICE OFFICER	FIFTH DISTRICT	3/07/2006	0.00
LEWIS	LAMONICA S	POLICE OFFICER	SEVENTH DISTRICT	7/03/2006	0.00
LIPKA	JOHN J.	POLICE OFFICER	ELEVENTH DISTRICT	5/15/2006	0.00
LISULA	NANCY J	POLICE OFFICER	SIXTH DISTRICT	12/14/2005	0.00
LOPEZ	DENIS	POLICE OFFICER	FOURTEENTH DISTRICT	7/09/2006	0.00
LOPEZ	ENRIQUE	POLICE OFFICER	TENTH DISTRICT	1/15/2006	0.00
LOPEZ	RUTH P	POLICE OFFICER	NINTH DISTRICT	9/05/2006	0.00
LORENZ	RICHARD R	POLICE OFFICER	FIRST DISTRICT	9/19/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MADDEN	JOSEPH	POLICE OFFICER	NINTH DISTRICT	8/30/2006	0.00
MALCZYNSKI	RONALD P	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/2006	0.00
MANGAN	ROBERT J	POLICE OFFICER	SEVENTH DISTRICT	12/17/2005	0.00
MANNING	GARRIAN A	POLICE OFFICER	TENTH DISTRICT	6/27/2006	0.00
MARIJAN	DANE	POLICE OFFICER	UNKNOWN	8/17/2006	0.00
MARIN	LUIS	POLICE OFFICER	THIRTEENTH DISTRICT	7/16/2006	0.00
MARKULIS	ANDREW	POLICE OFFICER	YOUTH DIVISION-ADMINISTRATION	1/10/2006	0.00
MAROSE	MICHAEL M.	POLICE OFFICER	TENTH DISTRICT	7/08/2006	0.00
MARTIN	DALE J.	POLICE OFFICER	TWELFTH DISTRICT	7/02/2006	0.00
MARTINEZ	ROGELIO	POLICE OFFICER	SEVENTEENTH DISTRICT	4/12/2006	0.00
MATURA	GREGORY F	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/22/2006	0.00
MAU	GRETCHEN A	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	0.00
MAZUR	MICHAEL	POLICE OFFICER	BOMB AND ARSON SECTION	7/27/2006	0.00
MCCANN	RAYMOND	POLICE OFFICER	EIGHTH DISTRICT	11/06/2005	0.00
MCCARTHY	TERRENCE M	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	10/18/2006	0.00
MCCRAY	PHILONIESE	POLICE OFFICER	THIRD DISTRICT	9/18/2006	0.00
MCDANIELS	VERNETTA D	POLICE OFFICER	THIRD DISTRICT	6/19/2006	0.00
MCDEVITT	BERNARD	POLICE OFFICER	NINTH DISTRICT	9/17/2006	0.00
MCDEVITT	BRIAN P	POLICE OFFICER	SEVENTH DISTRICT	7/29/2006	0.00
MCDONALD	CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/18/2006	0.00
MCHALE	BRIAN J	POLICE OFFICER	ELEVENTH DISTRICT	9/19/2006	0.00
MCMAHON	MARY L	POLICE OFFICER	SIXTH DISTRICT	10/06/2006	0.00
MCNAMARA	DANIEL R	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/01/2006	0.00
MCNICHOLAS	MATTHEW B	POLICE OFFICER	ELEVENTH DISTRICT	9/23/2006	0.00
MEDOW	BRANDON	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/26/1983	0.00
MENDOZA	CRISTOBAL	POLICE OFFICER	TENTH DISTRICT	7/20/2006	0.00
MENDOZA	DAVID T	POLICE OFFICER	NINETEENTH DISTRICT	8/26/2006	0.00
MERTES	PHILIP R	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/18/2006	0.00
MICHALIK	MICHAEL E	POLICE OFFICER	MARINE UNIT	8/29/2005	0.00
MICKENS	MELVIN R	POLICE OFFICER	THIRD DISTRICT	9/03/2005	0.00
MILNER	BRIAN G	POLICE OFFICER	FOURTEENTH DISTRICT	4/14/2006	0.00
MINT	RICHARD R	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	1/25/2005	0.00
MOLLOY	THOMAS	POLICE OFFICER	MOUNTED UNIT	8/27/2005	0.00
MOORE	ANTOINETTE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/30/2006	0.00
MOORE-POWELL	CENTERIA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/05/2006	0.00
MORALES	JOSE	POLICE OFFICER	NINTH DISTRICT	8/23/2006	0.00
MORENO	ERIC	POLICE OFFICER	TRAINING DIVISION	10/03/2005	0.00
MORENO	NANCY S	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/2006	0.00
MORRIS	LYNN	POLICE OFFICER	RECRUIT TRAINING	2/08/2006	0.00
MORRIS-TILLERY	MARY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/19/2006	0.00
MOSER	EDWARD	POLICE OFFICER	SECOND DISTRICT	4/30/2006	0.00
MOSER	EDWARD	POLICE OFFICER	SECOND DISTRICT	8/15/2006	0.00
MULLEN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	0.00
MURILLO	DAVIS	POLICE OFFICER	THIRD DISTRICT	10/04/2006	0.00
MURRAY	REGINALD A	POLICE OFFICER	FOURTH DISTRICT	7/03/2004	0.00
MUSCOLINO	ROBERT G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/11/2006	0.00
NELSON	TIFFANY M.	POLICE OFFICER	RECRUIT TRAINING	10/17/2006	0.00
NESSEL	JONATHAN P	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/2006	0.00
NEUMEYER	RICHARD W	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/2006	0.00

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CITY COUNCIL ORDERS

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NICHOL	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/30/2006	0.00
NOVALEZ	LUIS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/2006	0.00
NOWAKOWSKI	KATHERINA	POLICE OFFICER	NINTH DISTRICT	9/13/2006	0.00
OBRIEN	KEVIN D	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/2006	0.00
OBRZUT	JACLYN A	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	0.00
OCARROLL	DONAL R	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/04/2006	0.00
OCONNELL	VINCENT J	POLICE OFFICER	NINETEENTH DISTRICT	7/31/2006	0.00
ODONNELL	PAUL R	POLICE OFFICER	EIGHTEENTH DISTRICT	8/30/2006	0.00
OKANE	DOMNAILL D	POLICE OFFICER	THIRTEENTH DISTRICT	8/22/2006	0.00
OLEN	JOHN C	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/07/2006	0.00
OLSON	ERIC	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/07/2006	0.00
OMARRAH	JAMES W	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/26/2006	0.00
ORLANDO	MICHAEL L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/22/2006	0.00
ORTEGA	RICARDO	POLICE OFFICER	SEVENTH DISTRICT	10/08/2006	0.00
PACELLI	DANIEL G	POLICE OFFICER	EIGHTH DISTRICT	9/16/2006	0.00
PADILLA	ELISE M	POLICE OFFICER	FOURTH DISTRICT	10/02/2006	0.00
PALERMO	ANGELINA M	POLICE OFFICER	SEVENTH DISTRICT	10/08/2006	0.00
PALMER	MELISSA L	POLICE OFFICER	SEVENTH DISTRICT	10/08/2006	0.00
PARTYKA	HEATHER L	POLICE OFFICER	SIXTEENTH DISTRICT	8/26/2006	0.00
PASTERNACK	ROBERT A	POLICE OFFICER	TWENTIETH DISTRICT	8/11/2006	0.00
PERAINO	PAUL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/27/2006	0.00
PEREZ	ROSALI	POLICE OFFICER	RECRUIT TRAINING	6/14/2006	0.00
PERRY	DUANE R	POLICE OFFICER	SECOND DISTRICT	8/26/2006	0.00
PERRY-ADAMOVITZ	RANETTA	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/15/2006	0.00
PIPER	PETER J	POLICE OFFICER	TWENTIETH DISTRICT	9/25/2006	0.00
PLANEY	JEFFERY M	POLICE OFFICER	TWELFTH DISTRICT	8/02/2006	0.00
PORADZISZ	AARON	POLICE OFFICER	FIFTH DISTRICT	6/10/2006	0.00
PREIB	MARTIN P.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/02/2006	0.00
PRICE	MATTHEW	POLICE OFFICER	FIRST DISTRICT	6/05/2006	0.00
PRICE	TORREY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/14/2005	0.00
PRSKALO	DANIEL	POLICE OFFICER	SECOND DISTRICT	11/17/2005	0.00
RADKE	FRANK	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	5/30/2006	0.00
RAINES	THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2006	0.00
RAINEY	TAMICA N	POLICE OFFICER	THIRD DISTRICT	7/27/2006	0.00
RAMIREZ	CHRISTIAN E.	POLICE OFFICER	RECRUIT TRAINING	9/23/2006	0.00
RAMIREZ	ROBERT	POLICE OFFICER	TENTH DISTRICT	2/15/2006	0.00
RAMIREZ	VICTOR M	POLICE OFFICER	RECRUIT TRAINING	7/27/2006	0.00
RAMIREZ-WIESINGER	MAJA	POLICE OFFICER	NINETEENTH DISTRICT	10/12/2006	0.00
RAY	CLAUSELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/24/2006	0.00
RAY	SAMUEL E	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/01/2006	0.00
REARDON	MICHAEL	POLICE OFFICER	RECRUIT TRAINING	8/31/2006	0.00
REED	LARRY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/19/2006	0.00
RENTERIA	MARCO A.	POLICE OFFICER	RECRUIT TRAINING	9/12/2006	0.00
RICHARDSON	JUANITA	POLICE OFFICER	TWENTIETH DISTRICT	1/29/2005	0.00
RIVERA	NELSON L	POLICE OFFICER	TWELFTH DISTRICT	8/15/2006	0.00
RIVERA	STEVEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/2006	0.00
ROBERTS	MICHELLE M	POLICE OFFICER	NINTH DISTRICT	7/01/2006	0.00
RODRIGUEZ	BRIAN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/2006	0.00
RODRIGUEZ	MICHAEL A	POLICE OFFICER	THIRTEENTH DISTRICT	9/21/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ-HANLEY	DARLENE A	POLICE OFFICER	THIRTEENTH DISTRICT	2/10/2006	0.00
RODRUGUEZ	OMERO	POLICE OFFICER	SEVENTH DISTRICT	10/08/2006	0.00
ROMERO	BENITO JR	POLICE OFFICER	RECRUIT TRAINING	12/13/2005	0.00
ROOT	LLOYD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/27/2006	0.00
RUBALD	ZACHARY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/07/2006	0.00
RUSCH	KRISTY C	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/19/2006	0.00
RUSSOW	MICHAEL E.	POLICE OFFICER	SEVENTH DISTRICT	8/05/2006	0.00
RYSZKA	PAWEL	POLICE OFFICER	ELEVENTH DISTRICT	10/11/2006	0.00
SAMPSON	ESTHER M	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/11/2006	0.00
SANCHEZ	CARLOS E	POLICE OFFICER	FOURTH DISTRICT	9/04/2006	0.00
SCHENK	CHRISTOPHER	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2005	0.00
SCHENK	CHRISTOPHER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/2006	0.00
SCHMEDA	MARGIE B	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/2006	0.00
SCHMITZ	PAUL M	POLICE OFFICER	SECOND DISTRICT	8/08/2006	0.00
SCHNOTALA	KENNETH	POLICE OFFICER	SIXTEENTH DISTRICT	3/05/2006	0.00
SEYFERT	EUGENE	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/1991	0.00
SHANNON	DEBORA S	POLICE OFFICER	SEVENTH DISTRICT	8/11/2006	0.00
SHEEHY	DANIEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/25/2006	0.00
SHELTONEL	NEIL T	POLICE OFFICER	SEVENTH DISTRICT	7/18/2006	0.00
SHEVLIN	JOSEPH	POLICE OFFICER	EIGHTEENTH DISTRICT	7/22/2006	0.00
SHIELDS	DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/10/2006	0.00
SIKORSKI	RALPH S	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	4/14/2006	0.00
SIMONETTI	MARCO J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/08/2006	0.00
SMITH	CURTIS S	POLICE OFFICER	FIRST DISTRICT	6/27/2006	0.00
SOMMERFIELD	DETLEF	POLICE OFFICER	EIGHTH DISTRICT	8/14/2006	0.00
SOTGIU	SARA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/2006	0.00
SOTO	JAMIE	POLICE OFFICER	SIXTH DISTRICT	7/25/2006	0.00
SOTO	WILLIAM	POLICE OFFICER	TENTH DISTRICT	4/04/2006	0.00
SPEARS	JUNE	POLICE OFFICER	FIFTH DISTRICT	9/07/2006	0.00
STANLEY	JOHN J	POLICE OFFICER	EIGHTH DISTRICT	8/31/2006	0.00
STAPLETON	JOHN R	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/2006	0.00
STASKIEWICZ	STEVE	POLICE OFFICER	RECRUIT TRAINING	1/31/2005	0.00
STEEN	DANIEL	POLICE OFFICER	NINTH DISTRICT	9/05/2006	0.00
STOJACK	MATTHEW J	POLICE OFFICER	NINETEENTH DISTRICT	8/02/2006	0.00
SURMA	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/19/2006	0.00
SVACHULA	CHRISTOPHER A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/03/2006	0.00
SWEENEY	THOMAS	POLICE OFFICER	RECRUIT TRAINING	7/11/2006	0.00
SZCZESNY	DONALD	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/2006	0.00
SZUDY	EDMUND M	POLICE OFFICER	UNKNOWN	9/24/2006	0.00
TANNEHILL	MICHAEL A	POLICE OFFICER	NINETEENTH DISTRICT	5/19/2006	0.00
TENZER	JOSEPH H	POLICE OFFICER	TWELFTH DISTRICT	1/19/1977	0.00
THILL	JOHN C	POLICE OFFICER	SECOND DISTRICT	8/18/2006	0.00
THOMAS	ARAMON	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	12/30/2005	0.00
THOMAS	BRIAN	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2006	0.00
THOMAS	ELBERT	POLICE OFFICER	UNKNOWN	6/09/2005	0.00
THOMPSON	TINA	POLICE OFFICER	THIRD DISTRICT	10/26/2006	0.00
THURMOND	HUGO	POLICE OFFICER	TWELFTH DISTRICT	6/06/2006	0.00
TOKARZ	JOYCE A	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	0.00
TORRES	GUSTAVO	POLICE OFFICER	TENTH DISTRICT	9/09/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VALADEZ	ALEJANDRO	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/09/2006	0.00
VALENCIA	JOHN F	POLICE OFFICER	UNKNOWN	9/18/2006	0.00
VALLE	MARCELO A	POLICE OFFICER	RECRUIT TRAINING	10/13/2006	0.00
VANNA	JASON W	POLICE OFFICER	SIXTH DISTRICT	9/30/2006	0.00
VANVEGTEN	ANDRE H	POLICE OFFICER	UNKNOWN	1/09/1997	0.00
VARGAS-AGUILERA	GAIL V	POLICE OFFICER	FOURTH DISTRICT	9/27/2005	0.00
VAZQUEZ	MIGDALIZ	POLICE OFFICER	RECRUIT TRAINING	3/20/2006	0.00
VAZQUEZ	MIGDALIZ	POLICE OFFICER	RECRUIT TRAINING	10/17/2006	0.00
VIGUERAS	ERIC	POLICE OFFICER	FIFTEENTH DISTRICT	3/28/2006	0.00
VINS	MICHAEL A	POLICE OFFICER	INTELLIGENCE SECTION	6/23/2006	0.00
WAGNER	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	10/08/2006	0.00
WALKER	WILLIAM R	POLICE OFFICER	TENTH DISTRICT	9/23/2006	0.00
WARD	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	2/09/1994	0.00
WATKINS	ANDRE'L	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	10/22/2005	0.00
WEATHERLY	BOBBY F.	POLICE OFFICER	SIXTH DISTRICT	6/02/2006	0.00
WEST	JEFFREY	POLICE OFFICER	SIXTH DISTRICT	9/26/2006	0.00
WHITE	ERIC B	POLICE OFFICER	UNKNOWN	12/26/2005	0.00
WILLIAMS	BRAD	POLICE OFFICER	EIGHTH DISTRICT	8/08/2006	0.00
WILLIAMS	DAWN T	POLICE OFFICER	SECOND DISTRICT	7/19/1997	0.00
WILLIAMS	LAWRENCE R	POLICE OFFICER	FIFTH DISTRICT	7/17/2006	0.00
WILLIAMS	STEVEN A	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/17/2002	0.00
WILLIAMS	VIVIAN	POLICE OFFICER	FIFTH DISTRICT	6/18/2006	0.00
WILLIAMS-COLLINS	ELEANOR D	POLICE OFFICER	SEVENTH DISTRICT	8/09/2006	0.00
WILLIAMS-HANDLEY	LISA	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/11/2006	0.00
WILLINGHAM	RUSSELL L	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/06/2006	0.00
WILSON	JAMES C	POLICE OFFICER	SIXTH DISTRICT	7/02/2006	0.00
WINGFIELD	KENDRA	POLICE OFFICER	SEVENTH DISTRICT	7/23/2006	0.00
WOLBERS	ADAM	POLICE OFFICER	ELEVENTH DISTRICT	10/13/2006	0.00
YOUNG	DARRYL	POLICE OFFICER	FIFTH DISTRICT	6/29/2006	0.00
YOUNG	FLOYD T	POLICE OFFICER	NINTH DISTRICT	9/14/2006	0.00
ZALA	VEEJAY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/30/2006	0.00
ZALINSKI	STANISLAW	POLICE OFFICER	RECRUIT TRAINING	8/30/2006	0.00
ZAPATA	JOSHUA	POLICE OFFICER	ELEVENTH DISTRICT	9/28/2006	0.00
ZEPEDA	ANDRES A	POLICE OFFICER	UNKNOWN	8/17/2006	0.00
ADDESSO	STEVEN	FIREFIGHTER	UNKNOWN	3/17/2006	0.00
AUGUSTINE	JERRY	FIREFIGHTER	TRUCK 31	5/25/2006	0.00
BAILEY	KIMBERLY	FIREFIGHTER	AMBULANCE 35	3/05/2006	0.00
BASILE	GARY	FIREFIGHTER	UNKNOWN	3/26/2006	0.00
BOJAN	PAUL	FIREFIGHTER	ENGINE COMPANY 126	3/14/2006	0.00
BONKO	NANCY	FIREFIGHTER	AMBULANCE 36	3/05/2006	0.00
BYRNE	DANIEL	FIREFIGHTER	ENGINE COMPANY 120	6/07/2006	0.00
CAREY	MAUREEN	FIREFIGHTER	ENGINE COMPANY 59	4/13/2006	0.00
CHAPMAN	MARTINEZ	POLICE OFFICER	UNKNOWN	1/06/2006	0.00
CONSOLA	CHARLES	FIREFIGHTER	ENGINE COMPANY 86	5/20/2006	0.00
DALCOUR	OSIRIS A	FIREFIGHTER	TRUCK 24	3/03/2005	0.00
DAVILO	JOSEPH H	FIREFIGHTER	AMBULANCE 44	3/13/2006	0.00
DEBITS	KRISTEN	FIREFIGHTER	AMBULANCE 6	1/27/2006	0.00
ENHELDER	PAUL	LIEUTENANT	TRUCK 14	3/06/2003	0.00
FARIAS	FRANCISCO	FIREFIGHTER	TRUCK 21	12/11/2005	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FAVIS	MARIO	FIREFIGHTER	AMBULANCE 33	4/05/2006	0.00
FAVIS	MARIO	FIREFIGHTER	AMBULANCE 33	7/06/2006	0.00
GLOUDE	JOSEPH	FIREFIGHTER	BATTALION 2	8/16/2005	0.00
HANNON	SEAN	FIREFIGHTER	AMBULANCE 29	12/19/2005	0.00
HATZIS	JOHN	FIREFIGHTER	ENGINE COMPANY 11	3/02/2006	0.00
HEDRICH	KATHERINE	FIREFIGHTER	UNKNOWN	3/08/2006	0.00
HEINZ	CHRIS	FIREFIGHTER	TRUCK 47	4/05/2006	0.00
HENDRICKS	JOHNNY	FIREFIGHTER	AMBULANCE 22	3/16/2006	0.00
HICKS	KEVIN	FIREFIGHTER	DISTRICT RELIEF 6	4/15/2006	0.00
HORNER	AUDRA	FIREFIGHTER	AMBULANCE 21	3/19/2006	0.00
JENKINS	JAMES	FIREFIGHTER	ENGINE COMPANY 35	3/27/2006	0.00
KEAG	DOUGLAS	FIREFIGHTER	SNORKEL SQUAD 3	4/22/2006	0.00
KINNEAR	BRIAN	FIREFIGHTER	ENGINE COMPANY 94	3/18/2006	0.00
KIRKLEY	KEVIN	PARAMEDIC	AMBULANCE 45	6/03/2005	0.00
KOCHAN	GARY	FIREFIGHTER	UNKNOWN	1/31/2006	0.00
LESHER	PHILIP	FIREFIGHTER	ENGINE COMPANY 110	12/15/2005	0.00
LEVIN	RICHARD	FIREFIGHTER	UNKNOWN	2/12/2006	0.00
LOPER	MICHAEL	FIREFIGHTER	TRUCK 13	2/28/2006	0.00
LOPEZ	WILLIAM B	FIREFIGHTER	ENGINE COMPANY 79	1/20/2006	0.00
LORENZ	DEL	FIREFIGHTER	TRUCK 57	3/02/2006	0.00
MORAN	THOMAS	FIREFIGHTER	TRUCK 14	12/12/2002	0.00
MULLALLY	DENNIS	PARAMEDIC	AMBULANCE 31	1/22/2005	0.00
MUNSON	WILLIAM A	FIREFIGHTER	DISTRICT RELIEF 5	1/30/2006	0.00
OCONNELL	THOMAS	FIREFIGHTER	TRUCK 41	2/11/2006	0.00
PATRICELLI	MARC	FIREFIGHTER	ENGINE COMPANY 106	9/26/2004	0.00
PROWELL	ANTHONY M	FIREFIGHTER	AMBULANCE 38	2/22/2006	0.00
PUGH	DONALD	FIREFIGHTER	ENGINE COMPANY 75	5/11/2006	0.00
ROGUS	ANDREW	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	0.00
ROJAS	GUILLERMO	FIREFIGHTER	ENGINE COMPANY 34	3/29/2006	0.00
SHANAHAN	ROBERTA	FIREFIGHTER	UNKNOWN	2/06/2006	0.00
SOBEK	KEVIN	FIREFIGHTER	ENGINE COMPANY 123	9/27/2005	0.00
SORRENTINO	NICHOLAS	FIREFIGHTER	ENGINE COMPANY 57	10/25/2001	0.00
SOTO	CARLOS	FIREFIGHTER	AMBULANCE 35	4/08/2006	0.00
SPENCER	JOHN	FIREFIGHTER	ENGINE COMPANY 116	10/10/2005	0.00
STENSLAND	DAVID	FIREFIGHTER	TRUCK 15	4/01/2006	0.00
STRICKLER	BERNARD	FIREFIGHTER	SQUAD 1	4/10/1990	0.00
TAFF	THOMAS	FIREFIGHTER	TRUCK 50	6/27/2004	0.00
WALDRON	JEFF	FIREFIGHTER	ENGINE COMPANY 72	5/02/2006	0.00
ZAMBELLO	STEVEN	FIREFIGHTER	UNKNOWN	2/25/2006	0.00

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 94842 through 94844 of this *Journal.*]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

(Continued on page 94845)

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVADO	EDWARD	POLICE OFFICER	TENTH DISTRICT	12/12/2005	0.00
ACEVEDO	BIENVENIDO	POLICE OFFICER	SEVENTEENTH DISTRICT	5/07/2001	0.00
ACEVEDO	RAFAEL	POLICE OFFICER	TENTH DISTRICT	7/30/2006	0.00
AHEARN	DORY E	POLICE OFFICER	SIXTEENTH DISTRICT	7/15/2006	0.00
ANDERSON	MICHAEL R.	POLICE OFFICER	NINTH DISTRICT	3/30/1978	0.00
ANTHONY	WANDA	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/2001	0.00
BAGAI	FARAH	POLICE OFFICER	FIFTH DISTRICT	8/30/2004	0.00
BEAMON	RENEE	POLICE OFFICER	SECOND DISTRICT	8/26/2006	0.00
BLAIR	PATRICK	POLICE OFFICER	FIRST DISTRICT	4/11/2002	0.00
BRAGIEL	GLENN J	POLICE OFFICER	TWELFTH DISTRICT	10/18/2006	0.00
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/1986	0.00
BRUMLEY	CEDRIC	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	0.00
BUEHLER	COLETTE	POLICE OFFICER	EIGHTH DISTRICT	4/30/2006	0.00
CALICDAN	WILBUR	POLICE OFFICER	TENTH DISTRICT	7/15/2006	0.00
CALVINO	VINCENT	POLICE OFFICER	TENTH DISTRICT	7/10/2006	0.00
CAMACHO	TADEOUS R	POLICE OFFICER	NARCOTICS SECTION	1/19/2001	0.00
CASEY	CHRISTINA	POLICE OFFICER	UNKNOWN	8/02/2006	0.00
CASEY	LYNN	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/15/2006	0.00
CHAMBIS	ROBERT L	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/2006	0.00
CHON	STEVE C.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/2006	0.00
CIANGI	LEONARD F	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/1996	0.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	10/30/1993	0.00
COLON	JOSEPH	POLICE OFFICER	NARCOTICS SECTION	5/27/2006	0.00
CORONA	SERGIO M.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/23/2006	0.00
COSTELLO-KUPRIANCZYK	CARA A	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/2005	0.00
COVELLO	TINA H	POLICE OFFICER	TWENTIETH DISTRICT	6/16/2006	0.00
CREED	VICTOR	POLICE OFFICER	FIFTH DISTRICT	12/17/2005	0.00
CROTTY	RITA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/14/2006	0.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/1987	0.00
CRUZ	ADABEL	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/2006	0.00
DONOVAN	WILLIAM A	POLICE OFFICER	EIGHTEENTH DISTRICT	4/25/2006	0.00
DUBOIS	DAVID	POLICE OFFICER	UNKNOWN	9/29/2006	0.00
DUFFY	CATHLEEN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/01/1999	0.00
EASTERDAY	DARREN	POLICE OFFICER	FIFTH DISTRICT	9/19/2006	0.00
EIGENBAUER	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/2006	0.00
ENRIQUEZ	SALVADOR V.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2006	0.00
FELMON	TIMOTHY J	POLICE OFFICER	EIGHTEENTH DISTRICT	4/25/2006	0.00
FERIZOVIC	SALICH	POLICE OFFICER	RECRUIT TRAINING	9/07/2006	0.00
FERNANDEZ	RICARDO A	POLICE OFFICER	NINETEENTH DISTRICT	5/11/2006	0.00
FLEMING	TROY	POLICE OFFICER	TWELFTH DISTRICT	3/28/2005	0.00
FLISK	SEAN P	POLICE OFFICER	EIGHTEENTH DISTRICT	6/24/2006	0.00
FLYNN	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/2006	0.00
FOSTER	TERESA	POLICE OFFICER	SECOND DISTRICT	5/02/2006	0.00
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	0.00
FUENTES	HECTOR M	POLICE OFFICER	EIGHTH DISTRICT	10/21/2006	0.00
GADSON	DONALD	POLICE OFFICER	THIRD DISTRICT	5/30/2006	0.00
GARAY	ROBERTO M	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
GARIBAY	GREGORY	POLICE OFFICER	FOURTH DISTRICT	5/02/2006	0.00
GARTH	WALTER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/18/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GILES	EDINA K	POLICE OFFICER	RECRUIT TRAINING	8/31/2006	0.00
GOCHEE	JAMES W	POLICE OFFICER	SIXTH DISTRICT	6/26/2006	0.00
GOMEZ	MARILYN	POLICE OFFICER	FOURTEENTH DISTRICT	9/13/2006	0.00
GORDON	ROSE L	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	5/10/2006	0.00
GORSKI	JASON M	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/09/2002	0.00
HALLINAN	ANNETTE M	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
HALTEK	STEVEN R	POLICE OFFICER	FOURTH DISTRICT	6/28/1998	0.00
HARRIS	JERMAINE M	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2006	0.00
JARVIS	MARGARET	POLICE OFFICER	EIGHTEENTH DISTRICT	7/22/2006	0.00
JASKOLKA	MELISSA A	POLICE OFFICER	TWENTIETH DISTRICT	6/16/2006	0.00
JASTRZEBSKI	GERALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/2006	0.00
KEFALAS	VASILIOS	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2006	0.00
KHAN	IRFAN	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/2006	0.00
KIEDUK	GARY M	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/2006	0.00
KIM	HYON K	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/2006	0.00
KITOWSKI	NICHOLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	0.00
KRISTIN	MAUREEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
KUEHLMAN	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	3/07/2006	0.00
LAPOINTE	ARTHUR	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/10/2006	0.00
LATSOS	GEORGE	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	0.00
LOCONSOLE	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/11/2006	0.00
LOPEZ	CARMEN C.	POLICE OFFICER	SEVENTEENTH DISTRICT	4/23/2006	0.00
MACKEY	PATRICIA J	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	0.00
MACKLIN	MARK C	POLICE OFFICER	FIRST DISTRICT	6/23/2006	0.00
MANARES	CHRIS	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/2006	0.00
MANNO	SAMUEL JR.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/06/2006	0.00
MAR	MARCO A	POLICE OFFICER	TWENTIETH DISTRICT	3/19/2001	0.00
MARTINEZ	JONATHAN M.	POLICE OFFICER	FOURTH DISTRICT	7/02/2006	0.00
MCDERMOTT	SARAH A	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/08/2002	0.00
MERRIWEATHER	SHEILA A	POLICE OFFICER	FIFTH DISTRICT	3/07/2002	0.00
MICKENS	MELVIN R	POLICE OFFICER	THIRD DISTRICT	2/02/2006	0.00
MORENO	GISELA	POLICE OFFICER	SIXTEENTH DISTRICT	9/03/2006	0.00
MOSQUEDA	RAUL M	POLICE OFFICER	EIGHTH DISTRICT	6/10/2006	0.00
MULLENIX	CURTIS G	POLICE OFFICER	TWENTIETH DISTRICT	9/29/2006	0.00
NOWELLS	STEPHAN	POLICE OFFICER	THIRD DISTRICT	5/30/2006	0.00
OCONNELL	DENNIS L	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	0.00
OCONNOR	DANIEL	POLICE OFFICER	FOURTH DISTRICT	7/10/2006	0.00
ODONNELL	EDWARD J	POLICE OFFICER	BOMB AND ARSON SECTION	7/30/2006	0.00
OPRONDEK	GARY	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/21/2006	0.00
OPRONDEK	GARY	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	7/02/2006	0.00
OSHAUGHNESSY	THOMAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/14/2006	0.00
OVERTON	SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	0.00
PARKS	MARYJANE A.	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/2006	0.00
PENA	LILLIAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/02/2006	0.00
PEPPER	KENDRA D	POLICE OFFICER	FIFTH DISTRICT	8/27/2006	0.00
PERRY	BRADFORD	POLICE OFFICER	SECOND DISTRICT	8/26/2006	0.00
POSTRELKO	BRIAN	POLICE OFFICER	RECRUIT TRAINING	9/02/2006	0.00
PRASAD	LORETTA	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	6/01/2006	0.00
PURVIS	KATHLEEN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/2006

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GAZI	HAKEEM M	POLICE OFFICER	EIGHTEENTH DISTRICT	7/22/2006	0.00
REYES	MYRTA M	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
RIDGNER	STEVEN B	POLICE OFFICER	SIXTH DISTRICT	3/22/1994	0.00
RIGAN	KRISTOPHER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/28/2003	0.00
RIOS	JACQUELINE A	POLICE OFFICER	FOURTEENTH DISTRICT	10/06/2006	0.00
RIVAS	GELACIO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/19/2006	0.00
ROBERISON	GWENDA	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/2005	0.00
RODRIGUEZ	HAROLD	POLICE OFFICER	TENTH DISTRICT	9/07/2006	0.00
ROMAKHA	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	7/26/2006	0.00
ROUNDS	DEBRA	POLICE OFFICER	FIFTH DISTRICT	10/16/2006	0.00
RYAN	THOMAS W	POLICE OFFICER	EIGHTH DISTRICT	8/18/2006	0.00
SALVAGE	DONNA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/14/2005	0.00
SANCHEZ	RICHARD W	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	0.00
SOBCYZNSKI	ELIZABETH	POLICE OFFICER	NINTH DISTRICT	5/29/2006	0.00
SPECHT	MICHAEL R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/07/2006	0.00
SPRADLEY	ERNEST R.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2006	0.00
STRANGE	KIMBERLY	POLICE OFFICER	FIFTH DISTRICT	4/16/2005	0.00
TAYLOR	ALBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/03/2006	0.00
THOMAS	ISAAC	POLICE OFFICER	FIFTH DISTRICT	12/17/2005	0.00
THOMPSON	BELINDA	POLICE OFFICER	SECOND DISTRICT	2/24/2006	0.00
TIMMONS-RUSSELL	KATHY	POLICE OFFICER	RECRUIT TRAINING	9/24/1989	0.00
TREMBLE	CURTIS	POLICE OFFICER	EIGHTH DISTRICT	10/28/2001	0.00
VAZQUEZ	GABRIEL	POLICE OFFICER	TENTH DISTRICT	7/10/2006	0.00
VILLANUEVA	KRISTEN	POLICE OFFICER	SEVENTH DISTRICT	11/19/2002	0.00
VITTORI	LOUIS J	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	5/11/2002	0.00
VOVOS	THOMAS	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	6/28/2006	0.00
WASHINGTON	TAKIA	POLICE OFFICER	FOURTH DISTRICT	8/30/2006	0.00
WATSON	HENRY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/29/2006	0.00
WHISENTON	DONNA M	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/2006	0.00
WILLEMS	LAWRENCE E.	POLICE OFFICER	FOURTEENTH DISTRICT	8/15/2006	0.00
WILLIAMS	KATHERINE	POLICE OFFICER	ELEVENTH DISTRICT	6/07/2005	0.00
ZIEDMAN	CRAIG	POLICE OFFICER	TWENTIETH DISTRICT	9/14/2006	0.00
DOW	DAWN	FIREFIGHTER	EMS DISTRICT 5 HEADQUATERS & R	3/14/2006	0.00
FLAHERTY	MICHAEL J	FIREFIGHTER	EMS DISTRICT 3 HEADQUATERS & R	5/04/2006	0.00
GILLEN	MARK	FIREFIGHTER	TRUCK 54	5/20/2005	0.00
PLECKI	JOHN	FIREFIGHTER	AMBULANCE 12	3/17/2006	0.00

(Continued from page 94841)

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Property.

Department Of Police:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Shawn Boler and State Farm Insurance P.O. Box 2375 Bloomington, Illinois 61702	12/24/05 1803 South Springfield Avenue	$ 877.00 100.00*

Damage To Vehicle.

Department Of Police:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Kimberly Fowlkes and Esurance P.O. Box 2890 Rocklin, California 95677	12/6/05 4017 North Keeler Avenue	$1,336.00
Volodymyr Gordiychukm and Allstate Insurance P.O. Box 168288 Irving, Texas 75016	12/4/05 4700 West Irving Park Road	572.00
Deidra Smith and GEICO Insurance 1 GEICO Center Macon, Georgia 60641	11/2/05 7012 South Oglesby Avenue	821.00
James Wilson, Jr. 1500 Club Drive Glendale Heights, Illinois 60139	11/21/05 11220 South Wallace Street	1,018.00

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* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Police Works/Construction Management:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Annette Ledermann 5500 West Pensacola Avenue Chicago, Illinois 60641	4/6/06 West Milwaukee Avenue and North Giddings Street	$215.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Blanche Ivey 1131 North Avers Avenue Chicago, Illinois 60651	12/20/05 1 North Madison Street	$ 480.00
Savitri S. Khumkit 2421 West Walton Street Basement Apartment Chicago, Illinois 60622	3/11/05 200 South Ogden Avenue	65.00
Marcel Lang 1004 Linden Avenue Bellwood, Illinois 60104	7/25/99 3600 West Roosevelt Road	500.00
Nijole Simulyniene and Farmers Insurance National Document Center P.O. Box 268992 Oklahoma City, Oklahoma 73126	10/5/05 10546 South Longwood Drive	1,274.00

Name And Address	Date And Location	Amount
Martha Corinne Thompson 811 West Eastwood Avenue Apartment 508 Chicago, Illinois 60640	12/8/05 West Touhy Avenue and North Bell Avenue	$185.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Daniel Vishnesky and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	6/9/05 1831 South Honore Street	$1,188.00

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Jerry Norman 4929 West Oakdale Avenue Chicago, Illinois 60641	7/7/05 4925 West Oakdale Avenue	$1,079.00 300.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Carmen and Ernesto Perez and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	3/15/06 6500 South Stony Island Avenue	$542.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Electricity: Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Karen Gershon and State Farm Insurance P.O. Box 2371 Bloomington, Illinois 61702	11/14/05 5905 North Clark Street	$1,106.00
Pavek Okulitch and USAgencies Direct Insurance P.O. Box 98505 Baton Rouge, Louisiana 70884	4/25/06 2638 North Talman Avenue	1,477.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment: Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Erin Koeblitz 7541 River Oaks Trail Ohio 44040	5/18/06 During towing	$ 145.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Thomas Schreiber and Farmers Insurance National Document Center P.O. Box 268992 Oklahoma City, Oklahoma 73126	10/11/2005 During towing	$760.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
John P. Labuz 6673 West Imlay Street Chicago, Illinois 60631	12/29/05 3430 North Marmora Avenue	$788.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payments of various condominium refuse rebate claims against the city, having

had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-4415-0939-0939:

[List of claimants printed on pages 94852 through 94853 of this *Journal*.]

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/13/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR **********	
ADDISON MANOR CONDOMINIUM ASSN	21	SEMI-ANNUAL 2005	787.50	WILLIAM JP BANKS	36
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL 2005	225.00	BERNARD L. STONE	50
BEL-OAKS EAST CONDO. ASSN. INC.	39	SEMI-ANNUAL 2005	1,462.50	BERNARD L. STONE	50
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL 2005	675.00	BRIAN G. DOHERTY	41
BOUNDARY COURT CONDO ASSOC.	16	SEMI-ANNUAL 2005	600.00	BERNARD L. STONE	50
BRETON COURT BIPLEX OWNERS	32	SEMI-ANNUAL 2005	1,200.00	MARGARET LAURINO	39
BUENA TERRACE CONDO ASSN.	19	SEMI-ANNUAL 2005	712.50	HELEN SHILLER	46
BURNHAM PARK PLAZA CONDO	277	ANNUAL 2004	20,775.00	MADELINE HAITHCOCK	02
BYRON-KEDVALE CONDO ASSOC.	8	SEMI-ANNUAL 2005	300.00	THOMAS ALLEN	38
CARL SANDBURG VILLAGE CONDO. 7	616	SEMI-ANNUAL 2005	23,100.00	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL 2005	1,125.00	PATRICK J. LEVAR	45
CHESTERFIELD ON TOUHY CONDO	60	SEMI-ANNUAL 2005	2,250.00	BERNARD L. STONE	50
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL 2005	1,012.50	BRIAN G. DOHERTY	41
EDDYSTONE CONDOMINIUM HOMES,	77	SEMI-ANNUAL 2005	2,887.50	THOMAS TUNNEY	44
EDGEWOOD MANOR IV	6	SEMI-ANNUAL 2005	225.00	BRIAN G. DOHERTY	41
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL 2005	337.50	BRIAN G. DOHERTY	41
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL 2005	300.00	PATRICK J. LEVAR	45
FARWELL ESTATES CONDO. ASSN.	6	SEMI-ANNUAL 2005	225.00	BERNARD L. STONE	50
GALEWOOD SOUTH CONDOMINIUM	12	SEMI-ANNUAL 2005	450.00	WILLIAM JP BANKS	36
GLENLAKE I CONDO. ASSOC.	296	SEMI-ANNUAL 2005	11,100.00	THOMAS ALLEN	38
GLENLAKE II CONDO. ASSOC.	148	SEMI-ANNUAL 2005	4,332.00	THOMAS ALLEN	38
GLENWOOD HOMES CONDO ASSOC.	6	SEMI-ANNUAL 2005	225.00	PATRICK J O'CONNOR	40
GREYSTONE ON WOLCOTT CONDO	9	SEMI-ANNUAL 2005	337.50	THEODORE MATLAK	32
HAMPDEN TOWER CONDO ASSOC.	137	SEMI-ANNUAL 2005	4,546.67	VI DALEY	43
JEFFERSON COURTE CONDO. ASSN.	44	SEMI-ANNUAL 2005	1,650.00	PATRICK J. LEVAR	45
KEYSTONE COURTS CONDO. ASSN. #1	15	SEMI-ANNUAL 2005	562.50	MARGARET LAURINO	39
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL 2005	675.00	MARGARET LAURINO	39
LAKE TERRACE TOWNHOME OWNERS'	42	SEMI-ANNUAL 2005	1,575.00	JOE MOORE	49
LANAI COURTS ASSOCIATION	18	SEMI-ANNUAL 2005	675.00	MARGARET LAURINO	39
LIFESTYLE 2 CONDOMINIUM	6	SEMI-ANNUAL 2005	225.00	JOE MOORE	49
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL 2005	33,600.00	BURTON F. NATARUS	42
MEDILL STREET LOFT CONDO. ASSOC	29	SEMI-ANNUAL 2005	1,087.50	MANUEL FLORES	01
MERRIMAC SQUARE CONDO. #2	50	SEMI-ANNUAL 2005	1,875.00	THOMAS ALLEN	38
MERRIMAC SQUARE CONDO. ASSN. III	50	SEMI-ANNUAL 2005	1,446.30	THOMAS ALLEN	38
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 2005	1,425.00	PATRICK J O'CONNOR	40
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL 2002	1,425.00	JOE MOORE	49
NORTHWEST POINT CONDO ASS'N.	42	SEMI-ANNUAL 2005	1,575.00	BRIAN G. DOHERTY	41
NORWOOD COURT CONDO. ASSOC.	36	SEMI-ANNUAL 2005	1,350.00	BRIAN G. DOHERTY	41
OAKWOOD COURT CONDO I	30	SEMI-ANNUAL 2005	1,125.00	BRIAN G. DOHERTY	41
OAKWOOD COURT CONDO II	30	SEMI-ANNUAL 2005	1,125.00	BRIAN G. DOHERTY	41
PALMER COURTS	12	SEMI-ANNUAL 2005	450.00	WILLIAM JP BANKS	36
PARK GABLES APT. HOMES, INC.	72	SEMI-ANNUAL 2005	2,244.39	BERNARD L. STONE	50
PARK HARBOR CONDO ASSN.	101	SEMI-ANNUAL 2005	3,787.50	HELEN SHILLER	46
PARK VIEW CONDO WEST INC.	30	SEMI-ANNUAL 2005	1,125.00	BRIAN G. DOHERTY	41
PARKVIEW PHASE II CONDO ASSOC.	21	SEMI-ANNUAL 2005	787.50	GINGER RUGAI	19

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/13/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR **********	
PRATT SHORE CONDO ASSC.	28	SEMI-ANNUAL 2005	1,050.00	JOE MOORE	49
PRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL 2005	300.00	TONI . PRECKWINKLE	04
RIDGEMOOR ESTATES CONDO. ASSN. 1	44	SEMI-ANNUAL 2005	1,650.00	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO. ASSN. 2	44	SEMI-ANNUAL 2005	1,650.00	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO. ASSN. 3	44	SEMI-ANNUAL 2005	1,650.00	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO. ASSN. 5	44	SEMI-ANNUAL 2005	1,650.00	THOMAS ALLEN	38
RIDGEMOOR WEST CONDOS	10	SEMI-ANNUAL 2005	375.00	THOMAS ALLEN	38
RIVERS EDGE CONDO. ASSOC.	260	SEMI-ANNUAL 2005	7,542.38	MARGARET LAURINO	39
ROSCOE WOODS CONDOMINIUM	28	SEMI-ANNUAL 2005	1,050.00	WILLIAM JP BANKS	36
SEDGWICK MANOR CONDO. ASSOC.	4	ANNUAL 2001	300.00	VI DALEY	43
SEDGWICK MANOR CONDO. ASSOC.	4	ANNUAL 2001	300.00	VI DALEY	43
SEDGWICK MANOR CONDO. ASSOC.	4	ANNUAL 2001	300.00	VI DALEY	43
SEDGWICK MANOR CONDO. ASSOC.	4	ANNUAL 2001	300.00	VI DALEY	43
THE DARIEN CONDOMINIUMS	222	SEMI-ANNUAL 2005	4,787.89	THOMAS TUNNEY	44
THE PICADILLY CONDOMINIUM	7	SEMI-ANNUAL 2005	262.50	HELEN SHILLER	46
THIRTY EAST ELM CONDO ASSOC.	121	SEMI-ANNUAL 2005	1,772.70	BURTON F. NATARUS	42
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL 2005	750.00	PATRICK J. LEVAR	45
WINCHESTER-HOOD GARDEN HOMES	71	SEMI-ANNUAL 2005	2,191.73	PATRICK J O'CONNOR	40
WOLFRAM TOWERS CONDO ASSOC.	75	ANNUAL 2004	4,984.91	BILLY OCASIO	26
1122 N. DEARBORN CONDO ASSOC.	104	ANNUAL 2003	6,965.32	BURTON F. NATARUS	42
132 EAST DELAWARE PLACE	107	SEMI-ANNUAL 2003	2,546.97	BURTON F. NATARUS	42
1517-19 WEST LUNT CONDOMINIUMS	9	SEMI-ANNUAL 2005	337.50	JOE MOORE	49
2147 N. HARLEM BLDG. ASSN.	12	SEMI-ANNUAL 2005	450.00	WILLIAM JP BANKS	36
2151 NORTH HARLEM BUILDING	12	SEMI-ANNUAL 2005	450.00	WILLIAM JP BANKS	36
2302 W. NORTH AVE. CONDO ASSN.	6	SEMI-ANNUAL 2005	225.00	MANUEL FLORES	01
2626 LAKEVIEW CONDO ASSOC	491	SEMI-ANNUAL 2005	11,548.85	VI DALEY	43
3143 N. NASHVILLE CONDO ASSOC.	9	SEMI-ANNUAL 2005	337.50	WILLIAM JP BANKS	36
3843 N. NARRAGANSETT CONDO.	8	SEMI-ANNUAL 2005	300.00	THOMAS ALLEN	38
4028-30 N. SHERIDAN CONDO	10	SEMI-ANNUAL 2005	375.00	HELEN SHILLER	46
4236 N. KEDVALE CONDO. ASSN.	10	SEMI-ANNUAL 2005	375.00	MARGARET LAURINO	39
4728 N. MALDEN CONDO ASSOC.	6	SEMI-ANNUAL 2005	225.00	HELEN SHILLER	46
4850-54 N. LINDER BUILDING	18	SEMI-ANNUAL 2005	675.00	PATRICK J. LEVAR	45
50 E. BELLEVUE CONDOMINIUM	142	SEMI-ANNUAL 2005	3,766.29	BURTON F. NATARUS	42
5147-5151 N. EAST RIVER ROAD	72	SEMI-ANNUAL 2005	2,330.64	BRIAN G. DOHERTY	41
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL 2005	2,330.64	BRIAN G. DOHERTY	41
6251-53 N. GLENWOOD CONDO	6	SEMI-ANNUAL 2005	225.00	MARY ANN SMITH	48
680 LAKE RESIDENCE CONDO	164	SEMI-ANNUAL 2005	3,935.70	BURTON F. NATARUS	42
680 SOUTH RESIDENCE CONDO	120	SEMI-ANNUAL 2005	4,061.70	BURTON F. NATARUS	42
680 TOWER RESIDENCE CONDO	131	SEMI-ANNUAL 2005	4,091.70	BURTON F. NATARUS	42
6964-6968 W. DIVERSEY AVE.	18	SEMI-ANNUAL 2005	675.00	WILLIAM JP BANKS	36
7935-41 SOUTH STATE CONDO	10	ANNUAL 2002	750.00	FREDDRENNA LYLE	06
7935-41 SOUTH STATE CONDO	10	ANNUAL 2002	750.00	FREDDRENNA LYLE	06
915-17 W. GUNNISON STREET	6	SEMI-ANNUAL 2005	225.00	MARY ANN SMITH	48

Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on January 11, 2006 and on subsequent dates, sundry claims as follows:

Aleszczyk, Danuta

Artis, Christine

Banks, Joyce

Banks, Robert

Boutte, Carla

Boyd, Jacqueline

Coutrakon, Peter

Crohan, Thomas and State Farm Insurance

Daitchman, Yisroel

De La Rosa, Julio

Denton, Willie

Gonzalez, Liane

Gonzalez, Ruben and Affirmative Insurance Co.

Goodman, Tammy

Grace, Gabrielle

Hayes, W. G.

Hudson, Pearlie

Irving, Muriel

Jones, Nina

Joy, Arthur

Kasper, Sandra

Kerasotes, Galen

King, Mack

Kohn, Grace

Laszlo, Sandra

Maury, Tina

Oakley, Regina

Parakal, Josekultty and Allstate Insurance

Park, Charlotte

Piotrowski, Annie

Price, Moses

Proesel, Henry

Schulz, Janice

Scott, Jacqueline and State Farm Insurance

Shoolin, Joel and Michelle and State Farm Insurance

St. Fort, Pierre

Thomas, Ernestine

Torres, Gustavo

Turner, Ida

Vaughn, Janet Mcclain

Williams, Dawn

Williams, Janet and Progressive Insurance

Wright, William and Universal Casualty Company

Young, Maggie

2024 -- 2034 East 72nd Place Association,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the issuance of City of Chicago charitable solicitation (tag day) permits, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

A. Northwestern University Dance Marathon
January 19, 2007 through January 21, 2007 and
February 9, 2007 through February 11, 2007 -- citywide; and

B. Children's Benefit League of Chicago and Suburbs
April 20, 2007 through April 21, 2007 -- citywide.

This order shall take effect and be in force from and after its passage.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2006 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT AWARDS TO DEPARTMENT ON AGING, DEPARTMENT OF PLANNING AND DEVELOPMENT, DEPARTMENT OF POLICE AND DEPARTMENT OF PUBLIC HEALTH.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an

amendment to the Year 2006 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and/or private agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, Moore, Stone -- 43.

Nays -- None.

Alderman Natarus 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 2006 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Department of Planning and Development has been awarded state grant funds in the amount of Five Million Dollars ($5,000,000) by the Illinois Department of Commerce and Economic Opportunity which shall be used for the Loretto Hospital project; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional federal grant funds in the amount of Two Hundred Thirty-five Thousand Dollars ($235,000) by the United States Department of Health and Human Services, Centers for Disease Control and Prevention which shall be used for the AIDS Surveillance and Seroprevalence Program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Six Thousand Dollars ($6,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the Breast and Cervical Cancer Awareness Program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Two Hundred Ninety-five Thousand Dollars ($295,000) by I.D.P.H. which shall be used for the Lead 10 to 15 Inspection Services Program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Eighty-three Thousand Dollars ($83,000) by I.D.P.H. which shall be used for the Corrections and Community Initiative Program; and

WHEREAS, The City through its Department on Aging has been awarded additional state grant funds in the amount of Three Thousand Dollars ($3,000) by the West Central Illinois Area Agency on Aging which shall be used for the Long Term Care Ombudsman Program; and

WHEREAS, The City through its Department of Police has been awarded state grant funds in the amount of One Hundred Thirty-five Thousand Dollars ($135,000) by the Illinois Department of Transportation which shall be used for the Speed Enforcement Grant Program; now, therefore,

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

SECTION 1. The sum of Five Million Seven Hundred Fifty-seven Thousand Dollars ($5,757,000), not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2006.

SECTION 2. The sum of Five Million Seven Hundred Fifty-seven Thousand Dollars ($5,757,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2006. The Annual Appropriation Ordinance is

hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be 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 2006 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 2006:		
	Awards from Agencies of the Federal Government	$1,111,314,645	$1,111,549,645
	Awards from Agencies of the State Government	188,540,400	194,062,400
925 -- Grant Funds			
08	Department Of Planning And Development:		
	Loretto Hospital		$ 5,000,000

Code	Department And Item	Strike Amount	Add Amount
41	Department Of Public Health:		
	AIDS Surveillance and Seroprevalence Program	$ 1,610,000	$ 1,845,000
	Breast and Cervical Cancer Awareness Program		6,000
	Lead 10 to 15 Inspection Services Program		295,000
	Corrections and Community Initiative		83,000
47	Department On Aging:		
	Long Term Care Ombudsman Program -- CMP Pioneer Funds	$ 6,000	$ 9,000
57	Department Of Police:		
	Speed Enforcement Grant		$ 135,000

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR COMMUNITY PARK PROJECT AT 4901 -- 4909 WEST BELMONT AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the Chicago Park District for the expansion of open space and recreational facilities for the Belmont Cragin Community Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The City acquired the property described in Exhibit A (the "Property") for Nine Hundred Sixty-eight Thousand Dollars ($968,000) from Wix Auto Company, Inc. also known as Wix Auto Co., Inc, an Illinois corporation, on October 4, 2006, which deed was recorded in the records of the Cook County Recorder of Deeds Office on October 11, 2006 as Document Number 0628457033, such purchase being made pursuant to authority granted in an ordinance adopted by City Council on September 14, 2005 and published at pages 55557 -- 55561 of the *Journal*, for the purposes of developing the Property into a park, thereby creating an open space in the Community Area; and

WHEREAS, The Department of Planning and Development ("D.P.D.") desires, through the Department of General Services ("D.G.S."), to construct, improve and equip the Property for the development of a park thereon (the "Project"), as described in Exhibit A attached hereto; and

WHEREAS, D.P.D. desires to use proceeds of the Open Space Fees collected by D.O.R. from the Community Area to fund the Project in the amount listed on Exhibit A; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and/or capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees for the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to disburse the Open Space Fees in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount listed on Exhibit A from the Belmont Cragin Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Description Of Project.

Federal Park.

Address:	Commonly known as: 4901 -- 4909 West Belmont Avenue, Chicago, Illinois 60641 (the "Property"). Legal Description: Lots 1 to 4 in Block 8 in Falconers Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Numbers:	13-28-202-019,
	13-28-202-020,
	13-28-202-021 and
	13-28-202-022.
Community Area:	Belmont Cragin

Description of Project:	Construct, improve and equip the Property by the Department of General Services for the purpose of providing open space to the residents of the Community Area.
Amount of Open Space Fees:	$153,061

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR COMMUNITY PARK PROJECT AT 2400 SOUTH DEARBORN STREET.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the Chicago Park District for the expansion of open space and recreational facilities for the Armour Square Community Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, Moore, Stone -- 43.

Nays -- None.

Alderman Natarus 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, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

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

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund

corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Armour Square Community Area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The City through D.P.D. has received grant funds in the amount of Nine Hundred Eighty-nine Thousand Five Hundred Seventy-five Dollars ($989,575) from the State of Illinois Department of Natural Resources pursuant to the Open Space Land Acquisition and Development Grant Program (the "O.S.L.A.D. Grant") for the purpose of developing open space generally located at 2400 South Dearborn Street in the City (the "Site"), which funds were appropriated in the 2002 Appropriation Ordinance to support the CitySpace Plan (the "Grant Amount"); and

WHEREAS, The City and the Park District desired to undertake the development, construction and improvement of the Site in accordance with the O.S.L.A.D. Grant and the Open Space Ordinance (the "Project"), as described in Exhibit B attached hereto, thereby creating an open space and recreational facility in the Community Area; and

WHEREAS, The City and the Park District have entered into an intergovernmental agreement dated September 1, 2005 (the "Intergovernmental Agreement") pursuant to a City Council Ordinance passed on December 1, 2004 and published at City Council *Journal* pages 36108 -- 36113 to provide O.S.L.A.D. Grant proceeds to the Park District for the Project; and

WHEREAS, The City desires to make available bond proceeds in an amount not to exceed Six Hundred Eighty-four Thousand Six Hundred Thirteen Dollars ($684,613) from the City of Chicago General Obligation Project and Refunding Bonds, Series 2001A issue authorized pursuant to ordinances adopted by the City Council on November 15, 2000 and February 7, 2001 and published at City Council *Journal* pages 45244 -- 45277 and 50907 -- 50908, respectively (the "Bond Funds"), to reimburse the Park District for a portion of the Project costs expended on a section of the Site described in Exhibit A (the "Property"); and

WHEREAS, D.P.D. desires to make available the Open Space fees collected by D.O.R. from the Community Area to reimburse the Park District for a portion of the

Project costs expended on the Property in an amount not to exceed Three Hundred Eight Thousand Nine Hundred Sixty-two Dollars ($308,962) (the "Open Space Fees"); and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and/or capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees for the Project, will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, The Park District has agreed to use the Bond Funds and the Open Space Fees for capital improvements relating to the development of the Property as public open space pursuant to an amendment to the Intergovernmental Agreement (the "Amended Agreement"), in order that the Property can be developed and thereafter maintained as a public park by the Park District for the benefit of the City and the Community Area; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute on behalf of the City the Amended Agreement with the Park District in connection with the Project in form agreed to by the parties and approved by the Corporation Counsel subject to customary terms and conditions, execute all such other agreements and instruments, and perform any and all acts, to the extent reasonably necessary or appropriate, to implement or complete the Project. The Amended Agreement shall provide for the payment of the Bond Funds and the Open Space Fees to the Park District for Project costs and any other changes deemed necessary in the discretion of the Commissioner to implement the Project.

SECTION 4. The Commissioner and a designee of the Commissioner are each hereby authorized to provide the Open Space Fees in an amount not to exceed Three Hundred Eight Thousand Nine Hundred Sixty-two Dollars ($308,962) to the Park District from the corresponding fund pursuant to the Amended Agreement.

SECTION 5. Open Space Fees in an amount not to exceed Three Hundred Eight Thousand Nine Hundred Sixty-two Dollars ($308,962) from the Armour Square Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 6. 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 7. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Legal Description Of Project.

Parcel 1:

Lots 37 to 48, both inclusive, in Block 12 in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south half

of the south half thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian,

Also,

the west half of vacated alley lying easterly and adjoining Lots 37 to 42 (except the north 16 feet thereof of Lot 42) in Cook County, Illinois.

Parcel 2:

Lots 30 to 36, both inclusive, also Lots 27, 28 and 29 (except that part of said lots lying south of a straight line drawn from a point in the west line of said Lot 29, 123.75 feet north of the southwest corner of Lot 25 to a point in the east line of said Lot 27, 58.52 feet north of the southeast corner of Lot 25) together with the west half of the vacated alley lying east of and adjoining said lots, in Block 12 in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south half of the south half thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 7 to 15 in Block 12 in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south quarter thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also,

the east half of the vacated alley lying west of said lots in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south quarter thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lots 16 to 22 in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south quarter thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Also,

the east half of vacated alley lying west of said lots in Uhlich and Muhlke's Addition to Chicago Subdivision of the east half of the northeast quarter (except the south

quarter thereof) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

2400 South Dearborn Street
Chicago, Illinois 60616.

Permanent Index Numbers:

17-28-226-001;

17-28-226-005;

17-28-226-007; and

17-28-226-010.

Exhibit "B".

Project Budget.

Description	Cost
Removal/Demolition	$ 122,000
Site Excavation	370,000
Site Grading	480,000
Site Drainage	52,000
Site Concrete	96,000
Asphalt Path	38,000

Description	Cost
Creative Playlot	$ 255,000
Athletic Field	62,000
Site Electrical	66,000
Athletic Field Irrigation	55,000
Landscaping	125,000
CPA Report	4,000
A/E Fee	258,150*
TOTAL PROJECT BUDGET:	$1,983,150

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR CONSTRUCTION OF PUBLIC PARK AT 630 NORTH KINGSBURY STREET.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the Chicago Park District for the expansion of open space and recreational facilities for the Near North Community Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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* A/E Fee includes a Four Thousand Dollar ($4,000) fee for an environmental remediation consultant.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Near North Side Community Area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The City and the Chicago Park District ("Park District") proposed a project to create open space and recreational facilities at the site described on Exhibit A in the Community Area (the "Project"), and the Park District, for an amount not to exceed Ten Million Six Hundred Twenty-five Thousand Dollars ($10,625,000) acquired land for the Project in part with funds granted by the City, in an amount not to exceed Five Million Five Hundred Thousand Dollars ($5,500,000) (the "City Grant"), pursuant to an Agreement between the City of Chicago and the Chicago Park District dated February 10, 2000; and

WHEREAS, The City Grant was paid for with bond proceeds from the General Obligation Bonds (Neighborhoods Alive 21) Series 2000A issue authorized pursuant to an ordinance adopted on November 17, 1999 and published in the *Journal* for said date at pages 17523 -- 17569 (the "Bond Proceeds"); and

WHEREAS, D.P.D. desires to reimburse a portion of the Bond Proceeds in the amount of One Million Dollars ($1,000,000) from proceeds of the Open Space Fees collected by D.O.R. from the Community Area, which were not available at the time the Project was undertaken; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to reimburse the Bond Proceeds, which funded the Project, provides a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Project would not have been completed but for the use of Bond Proceeds, and it was intended that Open Space Fees once collected be used to reimburse the City; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes set forth herein.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or designee of the Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to reimburse the Bond Proceeds with Open Space Fees proceeds in an amount not to exceed One Million Dollars ($1,000,000) from the Near North Side Community Area Open Space Fees Fund, Fund Number PS08 131 08 5008 2604.

SECTION 4. Open Space Fees proceeds in the amount of One Million Dollars ($1,000,000) from the Near North Side Community Area Open Space Fees Fund, Fund Number PS08 131 08 5008 2604, are hereby appropriated for the purposes set forth herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A"

Erie Park Legal Description.

Parcel 1:

All that part of the north 109 feet in width of Block 2 in Assessor's Division south of West Erie Street and east of the Chicago River of the east half of the northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois according to the map of said Assessor's Division recorded in Book 164 of Maps, page 67 in the Office of the Recorder of said county, lying westerly of the following described curved line:

beginning at a point in the north side of said Block 2 of said Assessor's Division 85.53 feet west of the northeast corner of said Block 2 (as measured on the north side line thereof); thence southeasterly convex to the southwest of a radius of 1,684 feet, a distance of 136.77 feet to a point in the south side line of said north 109 feet of said Block 2, 2.78 feet west of the southeast corner of the said north 109 feet of said Block 2 of said Assessor's Division, being a portion of the land heretofore conveyed by Charles Brewster to Jason C. Easton by certain warranty deed dated October 1, 1884 and recorded November 12, 1884 in Book 1586 of deeds at page 87 in the Office of the Recorder of Cook County and subsequently conveyed by said Jason C. Easton and Sarah K. Easton, his wife, to the Chicago and Evanston Railroad Company by certain deed dated October 30, 1885 and recorded November 10, 1885 in Book 1714 of deeds on page 313 in the Office of the Recorder of said County, in Cook County, Illinois.

Parcel 2:

Block 2 (except the north 109 feet) in Assessor's Division of that part south of West Erie Street and east of the north branch of the Chicago River in the east half of the northwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, also Lots 1 and 2 (except that part conveyed to the City of Chicago by Document Number 4294754 and except that part taken for improvement of the north branch of the Chicago River) also Lots 3 and 4 (except that part taken for improvement of the north branch of the Chicago River), all in Block 80 in Russell Mather and Roberts' Second Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and being the same land conveyed by Ernest U. Schroeter to John G. McCullough, Trustee, by deed dated June 12, 1913 and recorded June 11, 1913 as Document Number 5204823 in Book 12432, page 127 in the Recorder's Office of Cook County, Illinois. Also known as:

that part of Block 2 in Assessor's Division south of West Erie Street and east in the Chicago River of the east half of the northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point in the north line of said Block 2, 85.13 feet west of the northeast corner of said Block 2; thence southeasterly along an arc of a circle convex southwest and having a radius of 1,684.0 feet, a distance of 336.77 feet to a point in the south line of the north 109 feet of said Block 2, said point being 2.78 feet west of the west line of North Kingsbury Street; thence south 90 degrees, 00 minutes, 00 seconds east, a distance of 2.78 feet to a point in the west line of North Kingsbury Street; thence south 00 degrees, 03 minutes and 40 seconds east along the west line of North Kingsbury Street, a distance of 30.92 feet; thence south 31 degrees, 13 minutes, 24 seconds east along the southeasterly line of North Kingsbury Street, a distance of 131.22 feet to a point 3.0 feet north of the centerline of West Ontario Street extended west; thence north 90 degrees, 00 minutes, 00 seconds west along the last described line, a distance of 163.0 feet; thence south 53 degrees, 38 minutes, 37 seconds west, a distance of 77.49 feet to a point in the east dock line of the Chicago River; thence north 41 degrees, 09 minutes, 01 seconds west along said dock line, a distance of 238.24 feet; thence south 81 degrees, 36 minutes, 32 seconds east along said dock line, a distance of 8.90 feet; thence north 19 degrees, 50 minutes, 22 seconds east along said dock line, a distance of 13.45 feet; thence north 24 degrees, 57 minutes, 00 seconds west along said dock line, a distance of 34.0 feet; thence north 71 degrees, 29 minutes and 48 seconds west along said dock line, a distance of 133.07 feet; thence north 46 degrees, 25 minutes, 11 seconds west along said dock line, a distance of 32.26 feet; thence north 50 degrees, 35 minutes, 26 seconds east, a distance of 23.86 feet to a point in the north line of said block 2; thence south 90 degrees, 00 minutes, 00 seconds east along the north line of said Block 2, a distance of 358.75 feet to the point of beginning, all in Cook County, Illinois.

Property Address:

630 North Kingsbury Street.

Property index Numbers:

17-09-126-002-0000;

17-09-126-003-0000;

17-09-126-004-0000;

17-09-126-008-0000; and

17-09-126-009-0000.

Community area:

Near North Side.

Amount requested:

$1,000,000.

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2006 WITHIN CITY COUNCIL COMMITTEE ON HUMAN RELATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the transfer of funds within the City Council Committee on Human Relations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2006. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2006 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Contractual Services	100	15-2286	0000	$12,000

TO:

Purpose	Fund	Code Department	Account	Amount
Contingencies	100	15-2286	0300	$12,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Human Relations during the year 2006.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON BUILDINGS.

AMENDMENT OF PROPOSED ORDER WHICH WOULD AUTHORIZE COMMISSIONER OF BUILDINGS TO ADDRESS DANGEROUS AND HAZARDOUS BUILDING AT 6442 -- 6444 NORTH HAMILTON AVENUE.

The Committee on Buildings submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed demolition order (which was referred November 8, 2006) pursuant to Section 13-12-130 of the Municipal Code of Chicago, for the demolition of a building, begs leave to recommend that your honorable body do *Pass* the amended order attached herewith.

The order was amended on face December 7, 2006 by the Committee on Buildings and passed.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting vote.

This order shall be in full force and effect from and after its passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Allen, the said proposed amended order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

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

The proposed order which was introduced into City Council on November 8, 2006 is hereby amended by adding the following underlined language and deleting the struck-through language:

Section 1. Pursuant to Section 13-12-130 ~~13-9-010~~ of the Municipal Code of the City of Chicago, the Commissioner of Buildings is hereby authorized and directed to address ~~demolish~~ a dangerous and hazardous building ~~thirty (30) days after posting notice on said property~~.

Location: 6442 -- 6444 North Hamilton Avenue ~~6440 North Hamilton Avenue~~.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration eleven proposed sign orders (which were referred October 4, November 1 and November 15, 2006) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the attached orders (2 -- 3rd Ward, 1 -- 28th Ward, 1 -- 31st Ward, 1 -- 35th Ward, 5 -- 42nd Ward and 1 -- 44th Ward) transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

245 East Chicago Avenue.
(78 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Northwestern Memorial Hospital, 245 East Chicago Avenue (southeast corner):

Dimensions: length, 11 feet; height, 7 feet, 1 inch
Height Above Grade/Roof to Top of Sign: 285 feet
Total Square Foot Area: 78 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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245 East Chicago Avenue.
(156 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough, Joliet, Illinois 60431, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Northwestern Memorial Hospital, 245 East Chicago Avenue (northwest corner):

Dimensions: length, 15 feet, 7 inches; height, 10 feet
Height Above Grade/Roof to Top of Sign: 300 feet
Total Square Foot Area: 156 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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245 East Chicago Avenue.
(224 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Northwestern Memorial Hospital, 245 East Chicago Avenue (northeast corner):

Dimensions: length, 18 feet, 8 inches; height, 12 feet
Height Above Grade/Roof to Top of Sign: 285 feet
Total Square Foot Area: 224 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4833 West Diversey Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Nu-Way Signs, 2320 Foster Avenue, Wheeling, Illinois 60090, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Supermercado Morelias, 4833 West Diversey Avenue:

Dimensions: length, 16 feet; height, 7 feet
Height Above Grade/Roof to Top of Sign: 37 feet
Total Square Foot Area: 224 square feet (both sides).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3570 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to American Sign & Lighting Co., 307 East Lincoln Avenue, Bensenville, Illinois 60106, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Jewel, 3570 North Elston Avenue:

Dimensions: length, 49 feet, 2 inches; height, 8 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 23 feet, 7 inches
Total Square Foot Area: 422 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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225 West Ohio Street.
(310 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to H.M. Witt, 626 South Clark Street, Chicago, Illinois 60625, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 225 West Ohio Street (north elevation/flat sign):

Dimensions: length, 74 feet, 4 inches; height, 4 feet, 2 inches
Height Above Grade/Roof to Top of Sign: approximately 80 feet
Total Square Foot Area: 310 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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225 West Ohio Street.
(382 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to H.M. Witt, 626 South Clark Street, Chicago, Illinois 60625, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 225 West Ohio Street (west elevation/flat sign):

Dimensions: length, 91 feet, 8 inches; height, 4 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 80 feet
Total Square Foot Area: 382 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3532 -- 3536 North Sheffield Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at AT & T, 3532 -- 3536 North Sheffield Avenue:

Dimensions: length, 15 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 83 feet
Total Square Foot Area: 270 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4050 South Wentworth Avenue.
(288 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to RB Signs Inc., 4543 West Addison Street, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4050 South Wentworth Avenue (northside wall/non-illuminated):

Dimensions: length, 16 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4050 South Wentworth Avenue.
(300 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to RB Signs Inc., 4543 West Addison Street, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4050 South Wentworth Avenue (front wall/painted on wall):

Dimensions: length, 60 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 300 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2558 West 16th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of one sign that is over 100 square feet in area at Ryerson, 2558 West 16th Street:

Our client, Ryerson, is proposing to replace the existing signage on the Odgen Avenue elevation with a new sign. This sign will be 30 feet in length and 6 feet, 6 inches in height for a total area of 195 square feet. As a result, it will exceed the 100 square foot rule.

Odgen Avenue Elevation:

Dimensions: length, 30 feet; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 12 feet, 4 inches (overall height)
Total Square Foot Area: 195 square feet, single faced sign.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of signs, billboards, signboards and related structures.

Do Not Pass -- AUTHORIZATION FOR ISSUANCE OF PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 801 -- 807 WEST RANDOLPH STREET.

The Committee on Buildings submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration one proposed sign order (which was referred June 18, 2006) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Do Not Pass* the sign order (one -- 27th Ward) transmitted herewith.

This recommendation was *Concurred In* by the members of the Committee on Buildings, with no disenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Allen, the committee's recommendation was *Concurred In* and the said proposed order transmitted with the forgoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said order which failed to pass reads as follows:

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Delta Pi Media L.L.C., 121 West Chestnut Street, Unit 3306, Chicago, Illinois 60610, for the expansion of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 -- 807 West Randolph Street:

Dimensions: length, 19 feet; height, 19 feet
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 361 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPROVAL OF PROPERTY AT 4108, 4124 AND 4134 SOUTH PACKERS AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Balcer (11th Ward) authorizing Class 6(b) tax incentives for the property located at 4108, 4124 and 4134 South Packers Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

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

WHEREAS, United Assets Management Corporation, an Illinois corporation (the "Applicant"), has purchased from the City certain real estate located generally at 4108, 4124 and 4134 South Packers Avenue, Chicago, Illinois 60609 as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately one hundred thirty-three thousand eight hundred ten (133,810) square foot industrial facility located on the Subject Property (the "Facility"); and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within the boundaries of the Stockyards Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of

the City), and the purposes of Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk and/or the Deputy Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Lots 1, 2, 3 and 4 in Block 1 in Packer's Third Addition in the south half of the northwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

4108, 4124 and 4134 South Packers Avenue
Chicago, Illinois.

Permanent Real Estate Tax Index Numbers
(P.I.N.s) For The Subject Property:

20-05-105-004;

20-05-105-005; and

20-05-105-003.

APPROVAL OF PROPERTY AT 1900 -- 1948 WEST WALNUT STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Burnett (27th Ward) authorizing Class 6(b) tax incentives for the property located at

1900 -- 1948 West Walnut Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

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

WHEREAS, 1900 -- 1948 Walnut L.L.C., an Illinois corporation (the "Applicant"), intends to purchase certain real estate located generally at 1900 -- 1948 West Walnut Street Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately fifty-eight thousand eight hundred (58,800) square foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)), (ii) the City Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and) (iii) the Kinzie Industrial Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Parcel 1.

Lots 18, 19, 20, 21, 22, 23 and 24 in Jay Gorman's Subdivision of the northwest quarter of Block 45 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian.

Parcel 2.

Lots 3 and 4 in E.F. Runyan's Subdivision of Lot 1 in the Assessor's Subdivision of the east half of Block 45 in Canal Trustee's Subdivision, aforesaid.

Parcel 3.

Lot 1 and Lot 2 (except the north 7 feet and except alley) in E.F. Runyan's Subdivision of Lot 4 in the Assessor's Subdivision of the east half of Block 45, aforesaid.

Parcel 4.

Lots 3 and 4 in Eberhart's Subdivision of the north half of Lot 2 in the Assessor's Subdivision of the east half of Block 45, aforesaid.

Parcel 5.

That part of Lot 5 lying north of Walnut Street and that part of Lot 6 lying south of alley in the Assessor's Subdivision of the east half of Block 45, aforesaid.

Parcel 6.

The south half of the north half of Lot 3 in the Assessor's Subdivision of the east half of Block 45, aforesaid, all in Cook County, Illinois.

Parcel 7.

Lots 15, 16 and 17 in subdivision of the west half of Block 45 of Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers
(P.I.N.s) For The Subject Property:

17-07-408-016-0000;

17-07-408-017-0000;

17-07-408-018-0000;

17-07-408-019-0000;

17-07-408-020-0000;

17-07-408-021-0000;

17-07-408-022-0000;

17-07-408-023-0000;

17-07-408-024-0000;

17-07-408-025-0000;

17-07-408-026-0000;

17-07-408-027-0000;

17-07-408-028-0000;

17-07-408-029-0000;

17-07-408-030-0000; and

17-07-408-037-0000.

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COPY

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

Regular Meeting -- Wednesday, December 13, 2006

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

Continued from Volume I
on page 94899

COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

AUTHORIZATION FOR ESTABLISHMENT OF CHICAGO FUND FOR CHILDREN AND YOUTH.

The Committee on Education and Child Development submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Education and Child Development, having under consideration a substitute ordinance establishing the Chicago Fund for Children, begs leave to recommend that Your Honorable Body do *Pass* the said substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a unanimous vote of the Committee.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is in the best interests of the City of Chicago (the "City") to provide for the establishment of the Chicago Fund for Children and Youth (the "Fund") as an Illinois not-for-profit corporation having as its primary mission the advancement and promotion of innovative quality programs for children and youth, especially those at risk or most in need; now, therefore,

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

SECTION 1. The foregoing recital is hereby adopted as the finding of the City Council of the City (the "City Council").

SECTION 2. The Department of Children and Youth Services of the City (the "Department") is authorized and directed to take such steps as may be necessary to enable the Fund to become duly organized and qualified as an Illinois not-for-profit corporation.

SECTION 3. The Fund's Board of Directors shall include (a) the Commissioner of the Department (the "Commissioner") and (b) persons appointed by the Mayor of the City of Chicago (the "Mayor"). The Commissioner shall serve ex-officio as a director of the Fund while also serving in the Commissioner's position as a City official. If, at any time, there is a vacancy in this position, the person designated or appointed to fulfill the duties and responsibilities of such position in an "interim" or "acting" capacity, shall also serve ex-officio as a director of the Fund while also serving in such "interim" or "acting" capacity.

SECTION 4. The Department is authorized to provide such staff support and such use of City office space and equipment to the Fund as may be required to accomplish the Fund's purposes and mission. The Department is authorized to negotiate and execute agreements with the Fund that set forth the terms and conditions pursuant to which such staff support and such use of City office space and equipment would be provided to the Fund.

SECTION 5. The Fund, in the notice and conduct of meetings, shall each comply with the Illinois Open Meetings Act, 5 ILCS 120/1, et seq., as now enacted or as hereafter amended, and with the provisions of its bylaws relating to public access.

SECTION 6. With respect to providing public access to books, records, minutes and documents, the Fund shall comply with the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., as now enacted or as hereafter amended, prescribed for "public bodies".

SECTION 7. The Fund shall prepare annual reports for public review detailing its activities and accomplishments. A copy of each annual report shall be presented to the Mayor and the Committee on Education and Child Development of the City Council.

SECTION 8. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 9. To the extent that any statute, ordinance, resolution or order of the City or any part thereof or any provision of the articles of incorporation of the Fund, the bylaws of the Fund, or any resolution adopted by the Fund is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

SECTION 10. This ordinance shall be in full force and effect upon its adoption and approval.

COMMITTEE ON HEALTH.

AMENDMENT OF TITLE 2, CHAPTER 24, SECTION 060 AND TITLE 7, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO CONCERNING LEAD SAFETY STANDARDS.

The Committee on Health submitted the following report:

CHICAGO, December 12, 2006.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, December 12, 2006 to hear a substitute ordinance introduced by Mayor Richard M. Daley at the request of the Commissioner of the Chicago Department of Public Health amending Chapter 7-4 of the Municipal Code of Chicago regarding lead safety standards.

The measure was passed.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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 7-4 of the Municipal Code of Chicago is hereby amended, as follows:

7-4-010 Definitions.

(1) "Child care facility" means any structure used by a child care provider, school or other facility frequented by children.

(2) "Children" means natural persons six years of age and younger.

(3) "Commercial establishment" means any place that provides a business service or involves the selling, leasing or renting of merchandise to the general public or the manufacture or distribution of merchandise to others who sell to the general public.

(4) "Commissioner" means the commissioner of public health or ~~an appropriate~~ his designee.

(5) "Department" means the department of public health.

(6) "Dwelling" means any ~~structure all or part of which is designed or used for human habitation~~ building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

(7) "Exposed surface" means any interior or exterior surface of a child care facility, school, dwelling or residential building.

(8) "Lead-bearing substance" means ~~any dust on any surface or in furniture or other nonpermanent elements of the dwelling, child care facility or school, and any paint or other surface coating material containing more than the amount of lead by weight that the commissioner determines by regulation may pose a significant health hazard to humans~~ any of the following if they contain an amount equal to or greater than the amount of lead by weight that the commissioner determines by regulation may pose a significant health hazard to humans:

(a) soil;

(b) dust on any permanent or nonpermanent surface of the dwelling, residential building, child care facility or school;

(c) items, substances and surfaces that are edible or chewable by or accessible to children, including toys, furniture or decorative objects;

(d) food or other ingestible substances or items; and

(e) paint or other surface coating material.

The regulations promulgated by the commissioner under this subparagraph (8) shall be based upon lead levels established, utilized, recommended or offered as guidance by an agency of the federal government or by a state government.

(9) "Lead hazard" means a lead-bearing substance that poses a significant health hazard to humans.

(10) "Lead poisoning" means the condition of having blood lead levels in excess of those considered safe under applicable regulations promulgated by the commissioner.

(11) "Owner" means any person, who alone, jointly or severally with others:

(a) has legal title to or a beneficial interest in a land trust or other entity having legal title to a child care facility, school, commercial establishment, dwelling or residential building with or without accompanying actual possession of the child care facility, school, commercial establishment, dwelling or residential building, and includes any agent of the owner, or any executor, administrator, trustee or guardian of the estate of the owner;

(b) has charge, care or control of or responsibility for a child care facility, school, commercial establishment, dwelling or residential building; or

(c) has an interest as a purchaser under a real estate installment contract in a child care facility, commercial establishment, dwelling or residential building.

(12) "Person" ~~means anyone or more natural persons, legal entities, governmental bodies or combination thereof~~ means "person" as defined in Section 1-4-090 of the municipal code.

(13) "Residential building" means any room, group of rooms, or other interior areas of a structure designed or used for human habitation; common areas accessible by inhabitants; and the surrounding property or structures.

7-4-030 Maintenance Of Residential Buildings, Child Care Facilities And Schools.

It is the duty of every owner of a dwelling, residential building, child care facility or school to maintain the dwelling, residential building, child care facility or school in such a manner so as to prevent the existence of a lead hazard.

~~7-4-040 Sale Of Toys Or Furniture Containing Lead Bearing Substance.~~

~~No person shall knowingly sell, have, offer for sale, or transfer any toy or furniture that contains a lead bearing substance and that, in the ordinary course of use, is accessible to or chewable by children. This section shall not apply to antique furniture and toys.~~

7-4-040 Sale, Transfer Or Distribution Of Items Containing Lead-Bearing Substances.

No person shall have, offer for sale, transfer, distribute to the public, place in the stream of commerce. or manufacture any item that contains a lead-bearing substance. These items include but are not limited to:

(a) any jewelry item, toy, or furniture, excluding antique items, that in the ordinary course of use is accessible to or chewable by children;

(b) any fixture or other object intended to be used, installed or located in or upon any surface of a dwelling or residential building, child care facility or school and that. in the ordinary course of use, is accessible to or chewable by children;

(c) any food or edible item or package or container for food or edible items which contains lead either in excess of a level set by the commissioner or in any concentration that exceeds a United States Food and Drug Administration guideline; and

(d) any non-edible item that, in the ordinary course of use, is accessible to or chewable or ingestible by children.

~~7-4-050 Sale Of Objects Containing Lead Bearing Substance.~~

~~No person shall sell or transfer or offer for sale or transfer any fixtures or other objects intended to be used, installed, or located in or upon any surface of a dwelling or residential building, child care facility or school that contains a lead-bearing substance and that, in the ordinary coarse of use, are accessible to and chewable by children.~~

7-4-060 Warning Statement.

No person~~, firm or corporation~~ shall have, offer for sale, sell or give away any lead-bearing substance that may be used by the general public unless it bears the warning statement as prescribed by ~~regulation promulgated by the commissioner.~~ the State of Illinois pursuant to 410 ILCS 45/6, as amended.

7-4-065 Notice -- Required.

Any commercial establishment that offers paint or other supplies intended for the removal of paint shall display, in a prominent and easily visible location, a

poster or provide a brochure, containing, at a minimum, the following: (1) a statement that dry sanding and dry scraping or paint in dwellings built before 1978 is dangerous; (2) a statement that the improver removal of old paint is a significant source of lead dust, the primary cause of lead poisoning; and (3) contact information where consumers can obtain more information. A commercial establishment may utilize the poster or brochure available from the Department or from the Illinois Department of Public Health or from another source so long as it meets the minimum criteria of this section.

7-4-070 Child Care Facilities Must Require Blood Lead Level Screening For Admission.

Any person who owns or manages a ~~Each~~ day care center, day care home, preschool, nursery school, kindergarten or other child care facility licensed or approved by the State of Illinois or the department, including such programs operated by a public school district, shall ~~include a requirement~~ require that each parent or legal guardian of a child between the ages of six months through six years provide a statement from a physician or health care provider that the child has been screened for lead poisoning. This statement must indicate that the screening of the child has been performed in accordance with applicable criteria mandated by the Illinois Department of Public Health and the commissioner. This statement shall be provided prior to admission and subsequently in conjunction with required physical examinations.

Nothing in this section shall be construed to require any child to undergo a blood lead level screening or test whose parent or guardian objects on the grounds that the screening or test conflicts with his or her religious beliefs.

7-4-075 Child Care Facilities Must Provide Informational Pamphlet.

Each day care center, day care home, preschool, nursery school, kindergarten or other child care facility licensed or approved by the State of Illinois or the department, including such programs operated by a public school district, shall annually send or deliver to the parents or guardians of children six years and younger an informational pamphlet regarding awareness of lead poisoning. A pamphlet provided by the Illinois Department of Public Health for this purpose shall also be acceptable.

7-4-090 Inspection Of Buildings And Commercial Establishments.

An authorized representative of the City of Chicago charged with enforcement of this ordinance, upon presentation if requested of the appropriate credentials to

the owner, occupant or his representative, may inspect child care facilities, schools, dwellings and residential buildings at reasonable times, for the purposes of ascertaining that all surfaces accessible to children are intact and in good repair, and for purposes of ascertaining the existence of lead-bearing substances. An authorized representative of the city may also inspect soil surrounding of said facilities and may also inspect commercial establishments for the purposes of ascertaining whether any lead-bearing substances or lead hazards are present. Such representative may remove samples or objects necessary for laboratory analysis. If a person entitled to withhold consent to an inspection refuses to allow inspection, a representative of the city may apply for a warrant to permit entry.

7-4-095 Subpoena Powers.

The commissioner shall have the power to issue subpoenas to owners of commercial establishments suspected of violating Sections 7-4-040 and 7-4-060 of this chapter to ascertain what goods and services are being bought, sold, manufactured, distributed or resold as well as to whom and from whom they are being sold. Upon determination that there is a lead-bearing substance in or upon any dwelling, residential building, child care facility and school, the commissioner shall have the power to subpoena the owners of the dwelling, residential building, child care facility or school only for the purposes of ascertaining who performed work or who was contracted to perform work to remove a lead-bearing substance or hazard or any work which has disturbed a lead-bearing substance or caused a lead hazard.

7-4-100 Procedures Upon Determination Of Lead-Bearing Substance.

(a) Upon determination that there is a lead-bearing substance in or upon any child care facility, school, dwelling or residential building which could reasonably be hazardous to children, ~~or upon receipt of confirmation that an individual has a level of lead in his blood indicative of lead poisoniag,~~ the City of Chicago shall, as soon as is practicable, give appropriate notice to the owner of a child care facility, school, dwelling or ~~dwelling unit~~ residential building, of the existence and location of a lead hazard. In addition, regardless of whether there has been compliance with the preceding sentence, the city shall take action as needed to enforce this chapter, including, as the city or its authorized representative may determine is appropriate:

(1) providing the owner and occupants with suitable recommendations for elimination of the problem areas;

(2) notifying the other persons or entities with responsibility for a child care facility, school, dwelling, ~~or dwelling unit~~ or residential building of the existence and location of such substances;

(3) ordering that these substances ~~shall~~ be removed, replaced, or securely ~~and permanently~~ covered within a specified time period and in a manner prescribed by the department;

(4) pursuing the remedies provided for in Sections 7-4-140 and 7-4-150.

(b) Upon determination that a commercial establishment is handling goods, products or items containing a lead-bearing substance, the city may take action as needed to enforce this chapter, including the following, as the city or its authorized representative may determine is appropriate:

(1) giving notice to the owner of the commercial establishment of the existence of a lead-bearing substance or of a lead hazard contained in the goods, products or items handled by the commercial establishment;

(2) ordering the owner of the commercial establishment to cease and desist selling, distributing or manufacturing the goods, products and items containing a lead-bearing substance or lead hazard as provided by Section 7-4-040 of this chapter;

(3) ordering the owner of the commercial establishment to remove from distribution and sale any product, goods or items containing a lead-bearing substance. If the lead-bearing component of a product is removable, the commissioner may, at his discretion, allow the lead-bearing component to be removed and the remaining product to be sold, provided that the removal of the lead-bearing substance is noted on the product's packaging. Owners are required to dispose of said product or lead-bearing component in accordance with state or federal law or regulations promulgated by the commissioner regarding the disposal of food items; and

(4) pursuing the remedies provided for in Sections 7-4-140 and 7-4-150.

7-4-105 Owner's Obligation To Post Notice.

The owner of a dwelling, residential building, child care facility, or school who has received a notice of a lead hazard pursuant to Section 7-4-100(a) shall post notices in common areas of the building specifying the identified lead hazards. The posted notices, drafted by the department and sent to the property owner with the notification, shall indicate the following:

(1) that unit(s) in or areas of the building have been found to have lead hazards;

(2) that other units or areas of the building may have lead hazards;

(3) that the department recommends that children 6 years of age or younger receive a blood lead screening; and

(4) where to seek further information and request an inspection of additional units in the building from the department.

Once the owner has abated the hazards to the satisfaction of the department and received a Notice of Compliance from the department, the owner may remove the notices posted pursuant to this section.

7-4-110 Manner Of Abatement Of Lead Hazards.

(a) The removal of the lead-bearing substance from the dwelling, residential building, child care facility, or school shall be accomplished in a manner consistent with all rules and regulations promulgated pursuant to this chapter concerning acceptable and safe methods of lead hazard removal or abatement, and in a manner which will not endanger the health or well-being of its occupants, and will result in the safe removal from the premises, and the safe disposition of flakes, chips, debris, dust and other potentially harmful materials. No person may conduct lead abatement and/or lead hazard removal in a manner that increases exposure of any person to lead-bearing substances or a lead hazard in or around a dwelling, residential building, child care facility or school.

(b) The commissioner or his authorized representative is authorized to remove from a commercial establishment a sample of any products or goods which are suspected to contain a lead-bearing substance for the purpose of testing for compliance with department rules and regulations. The commissioner or his authorized representative is further authorized to order the removal or embargo of any goods or products from a commercial establishment after the goods or products have been tested or found not to be in compliance with this ordinance or state or federal law. Tests to determine if a product is a lead-bearing substance shall be conducted using standardized methodologies, as determined by the commissioner in regulation. Test results shall be made available to the owner of the commercial establishment.

(c) The department of public health shall maintain a report of any products which were taken for testing, or otherwise removed or disposed of under subsection 7-4-110(b). Such report shall be made available for public inspection. The contents of such report shall identify the products taken, removed, or disposed of, the approximate retail value of the products, the results of any lead testing performed and other information as determined by the commissioner by rule.

7-4-115 Reporting Requirements.

Any person who orders, authorizes, analyzes or performs a test to determine the blood lead level of a Chicago resident and is required to report the results of such test pursuant to Section 7 of the Illinois Lead Poisoning Prevention Act shall also report the results of such test to the department. The commissioner is authorized to promulgate regulations necessary to implement this section.

7-4-120 Violations.

(a) Violation of any section of this chapter ~~and~~ or any failure to comply with any order authorized pursuant to this chapter shall be punishable ~~by incarceration not to exceed six months and~~ by a fine not less than ~~$50.00~~ $100.00 nor more than $500.00 for each offense. Each day that such violation or noncompliance exists shall be considered a separate offense.

(b) Any person found liable or guilty of a third or subsequent violation of this chapter and/or of a third or subsequent failure to comply with any order authorized pursuant to this chapter on three different days within a two-year period shall be punished by a fine of not less than $500.00 nor more than $1.000.00 for each offense, and may be punished by a period of incarceration not to exceed six months, or both. Each day that such violation or noncompliance exists shall be considered a separate offense.

7-4-130 Rules And Regulations.

The ~~department~~ commissioner is authorized to promulgate reasonable rules and regulations for carrying out the provisions of this chapter.

7-4-140 Emergency Measures.

When the commissioner finds that because of a violation of this chapter, an emergency condition exists requiring immediate action to protect the health of any person, or when the commissioner makes any determination under Section 7-4-100(b), the commissioner may issue an emergency order reciting the existence of the emergency condition and requiring that necessary actions be taken to meet the emergency. An emergency order shall be effective immediately, and any person to whom an emergency order is directed shall comply therewith within the period of time specified in the order. Any such person shall receive a reasonably prompt notice of their right to a prompt hearing conducted by an administrative law officer of the buildings hearings division of the department of administrative hearings, pursuant to the procedures established for such hearings. Pending the hearing, the commissioner may take whatever steps are necessary to execute the emergency order when necessary to protect the health of any person.

The entire cost of abatement and relocation actions taken or caused to be taken by the City of Chicago pursuant to this section shall be recoverable from each of the persons ~~of the persons~~ responsible for correcting the violations or giving rise to the emergency conditions by bringing an action in a court of competent jurisdiction or at the department of administrative hearings pursuant to Chapter 1-20 of this municipal code or other applicable law.

SECTION 2. Section 2-24-060 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

2-24-060 Prohibited Acts -- Enforcement.

(a) No person shall engage in any act of consumer fraud, unfair method of competition or deceptive practice while conducting any trade or business in the city. Any conduct constituting an unlawful practice under the Illinois Consumer Fraud and Deceptive Business Practices Act, as now or hereafter amended, or constituting a violation of Section 7-4-040, ~~7-4-050~~ or 7-4-060 of this Code, shall be a violation of this section. In construing this section consideration shall be given to court interpretations relating to the Illinois Consumer Fraud and Deceptive Business Practices Act, as amended. In construing this section consideration shall also be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.A., Section 45. Nothing in this section shall be construed as permitting the regulation of any business to the extent that such regulation is not permitted under the statutory or home rule powers of the city.

(Omitted text is not affected by this amendment.)

SECTION 3. This ordinance shall be in full force and shall take effect upon passage and publication.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF PUBLIC HEALTH CONCERNING RELEASE OF STATE FACILITY DISCHARGE DATA.

The Committee on Health submitted the following report:

CHICAGO, December 12, 2006.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, December 12, 2006 to hear an ordinance authorizing a memorandum of understanding between the Illinois Department of Public Health and the Chicago Department of Public Health regarding release of state facility discharge data.

The measure was passed.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Public Health is hereby authorized, on behalf of the City of Chicago, to enter into and execute the agreement substantially in the form attached hereto as Exhibit A and hereby made a part hereof and to execute such agreements, amendments and documents as are required or necessary to implement the terms of the agreement.

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 provision of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the provisions of this ordinance.

SECTION 3. 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".

Memorandum Of Understanding

Between

The Illinois Department Of Public Health

And

The Chicago Department Of Public Health

Regarding

Release Of State Facility Discharge Data.

Whereas, The Illinois Department of Public Health (Department) is authorized by the Illinois Health Finance Reform Act, 20 ILCS 2215/4 to collect from Illinois hospitals selected elements from the patient charges submitted by Illinois hospitals to public and private payors; and

Whereas, The Department is authorized to maintain a mandated uniform system in Illinois for the collection, analysis, and distribution of health care charge and utilization data; and

Whereas, The Department maintains a data collection system that contains data sets that consists of, but is not limited to the following: Research Oriented Data Set (R.O.D.S.) consisting of patient-level data with records for every inpatient discharge reported; and

Whereas, The Chicago Department of Public Health is authorized to provide public health services to the residents of the city of Chicago; the Chicago Department of Public Health desires this data for surveillance of the health status of their city residents; and

Wherefore, The Illinois Department of Public Health and the Chicago Department of Public Health enter into this agreement to share limited discharge data (R.O.D.S.), as defined in Attachment A, to facilitate the Chicago Department of Public Health's efforts to evaluate, prioritize and improve health care programs and services in the city of Chicago;

Now, Therefore, The parties hereto hereby agree as follows:

The Illinois Department of Public Health, hereinafter referred to as I.D.P.H., and the Chicago Department of Public Health, hereinafter referred to as C.D.P.H., agree as follows:

1) I.D.P.H. will provide to C.D.P.H. a CD containing state facility discharge data in the form of the Research Oriented Data Set (R.O.D.S.) for all discharges of Chicago residents from any Illinois hospital and all discharges from every hospital located in Cook County for discharges occurring in calendar year 2002 through 2004 for the variables listed in the attached Attachment A and incorporated herein.

2) C.D.P.H. will use the discharge information in the administration of their health department programs including but not limited to:

   Monitor City progress toward achieving the Healthy People 2010 objectives, assess the need for new policies and programs and evaluate the effectiveness of existing policies and programs, improve patient safety, plan targeted health promotion strategies, conduct health care delivery analysis, improve quality of health care for City residents, set prevention priorities, analyze trends of certain diseases such as diabetes related discharges, identify high risk populations and geographic areas, identify the top reasons for hospital admissions in the City, determine the most likely group to be hospitalized for certain conditions, identify the most expensive conditions treated, determine the cost of treating specific disease by the hospitals in the City, e.g., cancer and identify diseases that cause a high public burden in care and cost.

3) C.D.P.H. agrees that:

   a) use of data is restricted for the purposes contained in Section 2 herein;

b) identifying information contained in the databases of both agencies is subject to the confidentiality provisions of federal and state statute, rules and regulations. When confidential information is exchanged by I.D.P.H. and C.D.P.H., the following rules shall apply:

(i) the confidential nature of the information must be preserved;

1. C.D.P.H. shall limit access to data to only those authorized to access the data. The confidentiality requirements shall be communicated in writing to all C.D.P.H. staff with access to the confidential information. Authorized C.D.P.H. employees shall sign an acknowledgement form (Attachment B) showing that they understand the terms of this agreement and the confidentiality provisions contained herein. C.D.P.H. employees that violate the applicable confidentiality requirements in (3) shall be disciplined, or terminated if appropriate. Upon learning that the provisions of (3) were violated, C.D.P.H. shall notify I.D.P.H. in writing within forty-eight (48) hours that a violation has occurred and of the steps taken in response.

2. The data provided to C.D.P.H. are not to be disclosed to third (3rd) party individuals or entities outside of this agreement without the express written permission of I.D.P.H.

(ii) the information furnished must be used only for the purposes for which it was made available;

(iii) assurance must be given that the proper steps shall be taken to secure the information:

(1) Ensure administrative procedures are adopted to guard data integrity, confidentiality and availability.

(2) Ensure that physical safeguards are used to guard data integrity, confidentiality and availability.

(3) Ensure technical security services protect data integrity, confidentiality and availability through the use of appropriate firewalls to protect confidential data that may be on local site networks.

c) all data provided by I.D.P.H. pursuant to this agreement may be used only for surveillance activities by C.D.P.H.;

d) all data provided by I.D.P.H. pursuant to this agreement is the sole property of I.D.P.H. and may not be copied or reproduced without the consent of I.D.P.H.;

e) C.D.P.H. will notify I.D.P.H. immediately when C.D.P.H. receives a Freedom of Information Act Request, subpoena or court order related to the data provided pursuant to this agreement. By law, Public Act 94-0027, discharge data is not subject to F.O.I.A. release;

f) C.D.P.H. agrees to provide I.D.P.H. with a signed acknowledgment (Attachment B) from each of the initial data users as part of this agreement;

g) C.D.P.H. will notify I.D.P.H. in writing when data access is granted to any individual(s) not listed in (g) and supply the necessary acknowledgment(s) within thirty (30) days; and

h) C.D.P.H. will notify I.D.P.H. in writing within thirty (30) days when individuals no longer associated with the project are removed from the data access roster.

4) Violations:

(a) Any material breach of any of the provisions of this agreement will terminate the agreement, and will void the agreement. All data previously provided by I.D.P.H. will be returned to I.D.P.H. immediately.

(b) Material violations of any of the provisions of this agreement will result in I.D.P.H. seeking appropriate state and federal action for investigation and/or prosecution. A violation will result in I.D.P.H. seeking immediate injunctive relief in order to protect the privacy rights of Illinois residents.

5) C.D.P.H. and I.D.P.H. understand and agree that this agreement may not be sold, assigned, transferred in any manner and that any actual or attempted sale, assignment, or transfer shall render this agreement null, void and of no further effect.

6) Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

7) All notices required or desired to be made by either I.D.P.H. or C.D.P.H. shall be hand-delivered or sent certified mail to the following respective addresses:

To I.D.P.H.:

David Carvalho
Illinois Department of Public Health
Office of Policy, Planning and Statistics
535 West Jefferson Street, 4th Floor
Springfield, Illinois 62761

To C.D.P.H.:

Dr. Sandra Thomas
Chicago Department of Public Health
333 South State Street
DePaul Center, Room 2136
Chicago, Illinois 60604

8) C.D.P.H. certifies that the person signing this agreement on behalf of C.D.P.H. has authority to bind C.D.P.H. to the terms of this agreement.

9) C.D.P.H. and I.D.P.H. understand and agree that this agreement constitutes the total agreement between them and that no promises, terms, or conditions not recited, incorporated, or referenced herein shall be binding.

10) This agreement shall be effective for a period of five (5) years when executed. Either party may terminate this agreement with ninety (90) days written notice to the other. On or before December 31, 2010, C.D.P.H. will destroy data provided and submit a Certification of Destruction (Attachment C) to the Department. If, at that time, C.D.P.H. wants to continue to use the data, they may petition I.D.P.H. to extend this agreement. Upon the mutual written consent of both parties, the agreement may be terminated sooner. This agreement shall also cover future uses of similar data previously obtained by the C.D.P.H. from the Illinois Health Care Cost Containment Council (I.H.C.C.C.C.).

11) This agreement shall be modified or amended with the consent of both parties at any time during its term. Amendments to this agreement shall be in writing and signed by the parties or their authorized representatives.

12) To the fullest extent allowed by law, C.D.P.H. agrees to indemnify, defend and hold harmless I.D.P.H., its employees, agents and representatives from and against any and all claims, liabilities, losses, expenses and damages by whomever sustained arising or which may arise out of C.D.P.H.'s agent, assigns or employees' breach of any term, condition or provision of this agreement or any representation or warranty contained herein or of C.D.P.H.'s failure to provide services hereunder or errors, omissions, or defects in such services. These indemnities shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this agreement.

13) This agreement shall be governed in all respects by the laws of the State of Illinois.

14) C.D.P.H. shall not use the services of a subcontractor to fulfill any obligations under this agreement without the prior written consent of the I.D.P.H.. I.D.P.H. reserves the right to review all subcontracts.

Authorized Signatures:

For Institution:

Chicago Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner, Chicago Department of Public Health	Date

For User:

Sandra Thomas

Sandra Thomas M.D., M.S. Assistant Commissioner, Epidemiology Chicago Department of Public Health	Date

For The Department:

Illinois Department of Public Health

Eric E. Whitaker, M.D., M.P.H. Director of Public Health	Execution Date

Attachments "A", "B" and "C" referred to in this Memorandum of Understanding with Illinois Department of Public Health read as follows:

Attachment "A".
(To Memorandum Of Understanding With
Illinois Department Of Public Health)

Research Oriented Data Set.
(R.O.D.S.)

Record Layout.

FIELD	DESCRIPTION	LENGTH	PICTURE	FROM	TO
1	HOSPITAL ID NUMBER	12	X(12)	1	12
2	PATIENT DATE OF BIRTH (CCYYMMDD)	8	X(8)	13	20
3	SEX	1	X(1)	21	21
4	ADMIT DATE (CCYYMMDD)	8	X(8)	22	29
5	DISCHARGE DATE (CCYYMMDD)	8	X(8)	30	37
6	ADMIT SOURCE	1	X(1)	38	38
7	ADMIT TYPE	1	X(1)	39	39
8	LENGTH OF STAY (DAYS)	4	9(4)	40	43
9	PATIENT STATUS	2	X(2)	44	45
10	PRINCIPAL DIAGNOSIS CODE	6	X(6)	46	51
11	SECONDARY DIAGNOSIS CODE - 1	6	X(6)	52	57
12	SECONDARY DIAGNOSIS CODE - 2	6	X(6)	58	63
13	SECONDARY DIAGNOSIS CODE - 3	6	X(6)	64	69
14	SECONDARY DIAGNOSIS CODE - 4	6	X(6)	70	75
15	SECONDARY DIAGNOSIS CODE - 5	6	X(6)	76	81
16	SECONDARY DIAGNOSIS CODE - 6	6	X(6)	82	87
17	SECONDARY DIAGNOSIS CODE - 7	6	X(6)	88	93
18	SECONDARY DIAGNOSIS CODE - 8	6	X(6)	94	99
19	PRINCIPAL PROCEDURE CODE	7	X(7)	100	106
20	SECONDARY PROCEDURE CODE - 1	7	X(7)	107	113
21	SECONDARY PROCEDURE CODE - 2	7	X(7)	114	120
22	SECONDARY PROCEDURE CODE - 3	7	X(7)	121	127
23	SECONDARY PROCEDURE CODE - 4	7	X(7)	128	134
24	SECONDARY PROCEDURE CODE - 5	7	X(7)	135	141
25	DRG CODE	3	X(3)	142	144
26	MDC CODE	2	X(2)	145	146
27	TOTAL CHARGES	9	9(7)V99	147	155
28	ROOM AND BOARD CHARGES	9	9(7)V99	156	164
29	ANCILLARY CHARGES	9	9(7)V99	165	173
30	ANESTHESIOLOGY CHARGES	9	9(7)V99	174	182
31	PHARMACY CHARGES	9	9(7)V99	183	191
32	RADIOLOGY CHARGES	9	9(7)V99	192	200
33	CLINICAL LAB CHARGES	9	9(7)V99	201	209
34	LABOR-DELIVERY CHARGES	9	9(7)V99	210	218
35	OPERATING ROOM CHARGES	9	9(7)V99	219	227
36	ONCOLOGY CHARGES	9	9(7)V99	228	236
37	OTHER CHARGES	9	9(7)V99	237	245
38	NEWBORN INDICATOR	1	X(1)	246	246
39	PAYER ID 1	12	X(12)	247	258
40	TYPE CODE 1	1	X(1)	259	259
41	PAYER ID 2	12	X(12)	260	271
42	TYPE CODE 2	1	X(1)	272	272
43	PAYER ID 3	12	X(12)	273	284
44	TYPE CODE 3	1	X(1)	285	285
45	PATIENT ZIP CODE	5	X(5)	286	290
46	PATIENT COUNTY CODE	3	X(3)	291	293
47	PATIENT PLANNING AREA	3	X(3)	294	296
48	PATIENT HSA	2	X(2)	297	298
49	PATIENT CONTROL NUMBER	20	X(20)	299	318
50	HOSPITAL HSA	2	X(2)	319	320
51	E-CODE1	6	X(6)	321	326
52	E-CODE2	6	X(6)	327	332
53	E-CODE3	6	X(6)	333	338

Attachment "B".
(To Memorandum Of Understanding With
Illinois Department Of Public Health)

Acknowledgment: Request For State Facility Discharge Records By Researchers.

In order for the Illinois Department of Public Health ("Department") to provide access to confidential state facility discharge data to researchers for the purposes of research, the Department requires compliance with all provisions of the Illinois Health Finance Reform Act, the Illinois Health Statistics Act, and applicable state and federal regulations. The Department recognizes that careful consideration must be given to each request in achieving the proper balance between protections of data, with the need for the use of data for healthcare research. This acknowledgment is to formalize your responsibilities when using state facility discharge data for your research project. The acknowledgment also describes the privacy and confidentiality protections, and data security measures that require your compliance. Nothing in this acknowledgment alters user's obligations under the Memorandum of Understanding.

The Department is providing state facility discharge data records ("Data") to [Insert Name of Researcher] (hereinafter, "User") under the following conditions:

1. User agrees that no attempt will be made to release these records to any third party, to be published, or otherwise be made public.

2. The User shall notify the Department immediately when the User receives a Freedom of Information Act Request (if applicable to User or User's institution), subpoena or court order related to the Data provided pursuant to this agreement. Public Act 94-0027 stipulates that the Data is not subject to Freedom of Information Act requests.

3. User shall not release or permit others to release any information based on the Data that identifies individuals, either directly or indirectly.

4. User, and anyone under his/her supervision shall use appropriate safeguards and security measures to prevent the use or disclosure of the information other than those expressly permitted by the Department. User agrees that those acting under User's supervision shall have access to Data limited to the level required to accomplish the work.

5. User acknowledges that information provided by the Department is the sole property of the Department and shall not be copied or reproduced in any manner without the written permission of the Department.

6. User agrees to destroy the Data when no longer needed for the use specified in this agreement. The primary User agrees to file a certificate of destruction (Attachment C) with the Department upon destruction of data records covered by this agreement.

7. User agrees that the terms of usage of the information is strictly under the condition that the information is not sold, assigned, or transferred in any manner, and that any actual or attempted sale, assignment, or transfer without the permission of the Department shall subject the User to available remedies by the Department under State and Federal laws. User shall not provide the Data to a subcontractor, without the Department's permission.

8. User shall immediately notify the Department of any breach in safeguards, security or confidentiality with respect to the Data.

I have read the foregoing requirements, and agree to abide by them.

_____ _____

Signature of Researcher Date

_____

Printed Name

Attachment "C".
(To Memorandum Of Understanding With
Illinois Department Of Public Health)

Illinois Department Of Public Health
Facility Discharge Data
Certificate Of Destruction Of Data.

I, _____ hereby certify, that in relation to my research request

for discharge data, and pursuant to the requirements of Attachment B of the Memorandum of Understanding that provides the terms under which I received the discharge data, I am informing the Department of Public Health, Office of Policy, Planning and Statistics that:

all data and references to such data provided by the Department and held in any format, including electronic and/or paper records, was destroyed and rendered irrecoverable upon completion of the research.

_____ _____
Name Date

_____
Entity

_____
Title of Research Project

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF PUBLIC HEALTH CONCERNING RELEASE OF INFORMATION OF BIRTH RECORDS.

The Committee on Health submitted the following report:

CHICAGO, December 12, 2006.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, December 12, 2006, to hear an ordinance authorizing an intergovernmental agreement between the Illinois Department of Public Health and the Chicago Department of Public Health regarding release of information of birth records.

The measure was passed.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Public Health is hereby authorized, on behalf of the City of Chicago, to enter into and execute the agreement substantially in the form attached hereto as Exhibit A and hereby made a part hereof and to execute such agreements, amendments and documents as are required or necessary to implement the terms of the agreement.

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 provision of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the provisions of this ordinance.

SECTION 3. 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".

Interagency Agreement

Between

The Illinois Department Of Public Health

And

The Chicago Department Of Public Health

Regarding Release Of Information Regarding Birth Records.

Whereas, The Illinois Department of Public Health, is authorized by the Illinois Vital Records Act, 410 ILCS 535/2 to install, maintain and operate the system of vital records throughout Illinois. The Act at 410 ILCS 535/1 defines "vital records" to include records of births, deaths, fetal deaths, marriages, dissolution of marriages and data related thereto. 410 ILCS 535/1 defines "system of vital records" to include the registration, collection, preservation, amendment and certification of vital records and activities related thereto; and

Whereas, The Director of Public Health is the State Registrar of Vital Records 410 ILCS 535/4; and

Whereas, The State Registrar of Vital Records, or his agent, is authorized by the Illinois Vital Records Act, 410 ILCS 535/24 to examine vital records for the purpose of carrying out public health programs; and

Whereas, The Illinois Department of Public Health State Registrar of Vital Records may furnish, upon the terms and conditions he may prescribe, under the Vital Records Act, when deemed in the public interest and not for purposes of commercial solicitation or private gain, copies of vital records or data from these records to public agencies administering health welfare, safety, law enforcement or public assistance programs, 77 Ill. Adm. Code 500.20(a); and

Whereas, The Chicago Department of Public Health is authorized to provide public health services to the residents of Chicago; the Chicago Department of Public Health desires this data for surveillance of the health status of their county residents; and

Wherefore, The Department of Public Health and the Chicago Department of Public Health enter into this agreement to share vital records data, as defined in (Sub)Exhibit A, to facilitate the Chicago Department of Public Health's efforts to prioritize programs and services and facilitate efforts for in-depth health planning for the City of Chicago;

Now, Therefore, The parties hereto hereby agree as follows:

The Illinois Department of Public Health, hereinafter referred to as I.D.P.H., and the City of Chicago Department of Public Health, hereinafter referred to as C.D.P.H., pursuant to 410 ILCS 535/24(3) and 77 Ill. Admin. Code 500.20(a), agree as follows:

1) I.D.P.H. will provide to C.D.P.H. a cartridge containing data for births for 2004 for occurrences and residents of Cook, DuPage, Kane, Lake, McHenry and Will counties.

2) C.D.P.H. will use the birth record information in the administration of their health department programs including but not limited to:

   surveillance activities related to maternal characteristics, geographic variations, entry into prenatal care, and birth outcomes including low birth weight and very low birth weight.

3) C.D.P.H. agrees that:

   a) use of the data is restricted for the purposes contained in Section 2 herein;

   b) identifying information contained in the databases of both agencies is subject to the confidentiality provisions of federal and state statute, rules and regulations. When confidential information is exchanged by I.D.P.H. and C.D.P.H., the following rules shall apply:

      (i) the confidential nature of the information must be preserved;

         1. C.D.P.H. shall limit access to data to only those authorized to have access to the data. The confidentiality requirements shall be communicated in writing to all affected individuals. C.D.P.H. employees shall sign an acknowledgment form (Attachment A) showing that they understand the terms of this agreement and the confidentiality

provisions contained herein. C.D.P.H. employees that violated the applicable confidentiality requirements in (3) shall be disciplined, or terminated if appropriate. Upon learning that the provisions of (3) were violated, C.D.P.H. shall notify I.D.P.H. in writing within forty-eight (48) hours of learning of the violation.

2. C.D.P.H. shall agree to ensure that all data, other than City of Chicago data, provided by I.D.P.H. which may lead to the identity of an individual, is strictly privileged and confidential.

3. That the data provided to C.D.P.H., other than City of Chicago data, is not to be disclosed to another individuals without the express written permission of I.D.P.H.

4. C.D.P.H. agrees to provide I.D.P.H. copies of the signed acknowledgments within thirty (30) days of the execution of this agreement.

(ii) the information furnished must be used only for the purposes for which it was made available;

(iii) assurance must be given that the proper steps shall be taken to secure the information:

(1) Ensure administrative procedures are adopted to guard data integrity, confidentiality and availability.

(2) Ensure that physical safeguards are used to guard data integrity, confidentiality and availability.

(3) Ensure technical security services protect data integrity, confidentiality and availability through the use of appropriate firewalls to protect confidential data that may be on local site networks.

c) all data, other than City of Chicago data, provided by I.D.P.H. pursuant to this agreement is the sole property of I.D.P.H. and may not be copied or reproduced without the consent of I.D.P.H.;

d) information derived or summarized from the data, other than that derived or summarized from City of Chicago data, which could

result in the identification of any specific individual shall not be released to any third party, published or otherwise made public;

e) C.D.P.H. will notify I.D.P.H. immediately when C.D.P.H. receives a Freedom of Information Act Request, subpoena or court order related to the Data, other than City of Chicago data, provided pursuant to this agreement. C.D.P.H. shall not release the Data as I.D.P.H. is the custodian of the Data; and only I.D.P.H. shall determine whether the information sought contains identifiable or confidential information, and whether it may be released under the Vital Records Act, 410 ILCS 535, Illinois Vital Records Code, 77 Ill. Adm. Code 500 or other applicable law or rule;

f) C.D.P.H. provides assurance to I.D.P.H. that the data would be contained in their secure network environment and access to the data would be limited to the following individuals:

Dr. William Paul, Dr. Sandra Thomas, Dana Harper-Jemison, and other designated, authorized staff in the Epidemiology section of C.D.P.H.

4) Violations:

(a) Any material breach of any of the provisions of this agreement will terminate the agreement and will void the agreement. All non-City of Chicago data previously provided by I.D.P.H. will be returned to I.D.P.H. immediately. No further non-City of Chicago data received under this agreement will be released to, nor research agreement entered into with C.D.P.H. or its officers, employees, agents or collaborators for a period of time to be determined by the State Registrar.

(b) Material violations of any of the provisions of this agreement will result in I.D.P.H. seeking appropriate State and/or federal action for investigation and/or prosecution. A violation may result in I.D.P.H. seeking immediate injunctive relief in order to protect the privacy rights of Illinois citizens.

5) C.D.P.H. and I.D.P.H. understand and agree that this agreement may not be sold, assigned, transferred in any manner and that any actual or attempted sale, assignment or transfer shall render this agreement null, void and of no further effect.

6) Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

7) All notices required or desired to be made by either I.D.P.H. or C.D.P.H. shall be hand-delivered or sent certified mail to the following respective addresses:

To I.D.P.H.:

Illinois Department of Public Health
Division of Vital Records
605 West Jefferson Street
Springfield, Illinois 62702-5097
Attention: George S. Rudis

To C.D.P.H.:

Chicago Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60604
Attention: William Paul, M.D., M.P.H.

8) C.D.P.H. certifies that the person signing this agreement on behalf of C.D.P.H. has authority to bind C.D.P.H. to the terms of this agreement.

9) C.D.P.H. and I.D.P.H. understand and agree that this agreement constitutes the total agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein shall be binding.

10) This agreement shall be effective when executed. Either party may terminate this agreement with ninety (90) days written notice to the other. C.D.P.H. has use of these data for twelve (12) months from the date of receipt. At the end of twelve (12) months or before, C.D.P.H. will destroy data provided. If, at that time, C.D.P.H. wants to continue to use the data, they may petition I.D.P.H. to extend this agreement. Upon the mutual written consent of both parties, the agreement may be terminated sooner.

11) This agreement shall be modified or amended with the consent of both parties at any time during its term. Amendments to this agreement shall be in writing and signed by the parties or their authorized representatives.

12) To the fullest extent allowed by law, C.D.P.H. agrees to indemnify, defend and hold harmless I.D.P.H., its employees, agents and representatives from and against any and all claims, liabilities, losses, expenses and damages by whomever sustained arising or which may arise out of C.D.P.H.'s Agent, assigns or employees' breach of any term, condition or

provision of this agreement or any representation or warranty contained herein or of C.D.P.H.'s failure to provide services hereunder or errors, omissions or defects in such services. These indemnities shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this agreement.

13) This agreement shall be governed in all respects by the laws of the State of Illinois.

14) C.D.P.H. shall not use the services of a subcontractor to fulfill any obligations under this agreement without the prior written consent of the I.D.P.H.. I.D.P.H. reserves the right to review all subcontracts.

Authorized Signatures:

Chicago Department of Public Health	Illinois Department of Public Health
_____	_____
Terry Mason, M.D., F.A.C.S. Commissioner	Eric E. Whitaker, M.D., M.P.H. Director
_____	_____
Date	Date

[(Sub)Exhibit "A" referred to in this Interagency Agreement with Illinois Department of Public Health unavailable at time of printing.]

Attachment "A" referred to this Interagency Agreement with Illinois Department of Public Health reads as follows:

Attachment "A".
(To Interagency Agreement With Illinois Department Of Public Health)

Acknowledgment: Access To Confidential Data.

In order for the Illinois Department of Public Health ("Department") to provide confidential vital records to _____ Health Department for the purposes

of surveillance, the Department requires compliance with all provisions of the Illinois Vital Records Act, and applicable state and federal regulations. The Department recognizes that careful consideration must be given to each request in achieving the proper balance between protections of data, with the need for the use of data for public health surveillance. This acknowledgment is to formalize your responsibilities when using the Vital Records data. The acknowledgment also describes the privacy and confidentiality protections and data security measures that require your compliance.

The Department is providing vital records data, ("Data") to, _____ (insert Health Department employee's name) (hereinafter, "User") under the following conditions:

1. User agrees that no attempt will be made to release these Data to any third party, to be published or otherwise be made public.

2. The User shall notify the Department immediately when the User receives a Freedom of Information Act Request (if applicable to User or User's institution), subpoena or court order related to the Data provided pursuant to this Agreement. The Department shall determine whether the Data sought contains identifiable or confidential information and whether it shall be released.

3. User shall not release or permit others to release any information based on the Data that identifies individuals, either directly or indirectly.

4. User, and anyone under his/her supervision shall use appropriate safeguards and security measures to prevent the use or disclosure of the information other than those expressly permitted by the Department. User agrees that those acting under User's supervision shall have access to Data limited to the level required to accomplish the work.

5. User acknowledges that information provided by the Department is the sole property of the Department and shall not be copied or reproduced in any manner without the written permission of the Department.

6. User shall return all data and reproduction of data to the Department upon completion of User's project.

7. User agrees that the terms of usage of the information is strictly under the condition that the information is not sold, assigned, or transferred in any manner, and that any actual or attempted sale, assignment, or transfer without the permission of the Department shall subject the User to available remedies by the Department under State and Federal laws. User shall not provide the Data to a subcontractor, without the Department's permission.

8. User shall immediately notify the Department of any breach in safeguards, security or confidentiality with respect to the Data.

I have read the foregoing requirements, and agree to abide by them.

_____
Signature

_____ _____
(Type in User's name) Date

Health Department address: _____

_____

_____

Re-Referred -- AMENDMENT OF TITLE 7, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO CONCERNING STRAY AND DANGEROUS ANIMALS.

The Committee on Health submitted the following report:

CHICAGO, December 12, 2006.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, December 12, 2006 to hear an ordinance introduced by Mayor Richard M. Daley at the request of the Executive Director of the Commission of Animal Care and Control, amending Chapter 7-12 of the Municipal Code regarding stray and dangerous animals.

This item was *Re-Referred* to the Committee on License and Consumer Protection.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the committee's recommendation was *Concurred In* and the said proposed ordinance amending Title 7, Chapter 12 of the Municipal Code of Chicago transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF MUNDELEIN SKYSCRAPER BUILDING AT 1020 WEST SHERIDAN ROAD AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 7, 2006 to consider an ordinance for the Mundelein Skyscraper Building which encompasses 1020 West Sheridan Road, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), § § 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Mundelein College Skyscraper Building at 1020 West Sheridan Road, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (7) of the Municipal Code; and

WHEREAS, The Building remains the historic building that best exemplifies the importance of Mundelein College as an important education institution in Chicago's history; and

WHEREAS, The Building is significant as an important building for Roman Catholic higher education in Chicago for more than seventy (70) years, first as the headquarters of Mundelein College, then as an important building owned by Loyola University Chicago; and

WHEREAS, The Building is one of the earliest and most distinctive high-rise college buildings in Chicago, and is the only Chicago example of an Art Deco style skyscraper used for an educational institution; and

WHEREAS, The Building is an outstanding example of the Art Deco style as used for a high-rise building, with an overall form that emphasizes verticality and crisply delineated cubic forms combined with streamline ornamentation; and

WHEREAS, The Building's decoration is finely designed and crafted from stone and decorative metal, and includes exterior figural sculptures and bands of low-relief geometric and abstracted foliate ornament; interior marble floors and walls; and decorative-metal grillework, elevator doors and fixtures; and

WHEREAS, The Building is situated on the southern edge of the Loyola University Chicago campus at a visually prominent curve inward from the lakefront on West Sheridan Road making it an important visual "landmark" in the Rogers Park neighborhood; and

WHEREAS, The Building retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, by retaining its original location, overall design, historic building materials, and the great majority of significant exterior and interior details; and

WHEREAS, On September 7, 2006, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; 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 Building is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations,

including rooflines, of the building; and the first (1st) floor entrance vestibule, main corridor, central staircase up to the second (2nd) floor landing, and historic fixtures and finishes, including, but not necessarily limited to, marble floors and walls, light fixtures, elevator and corridor doors, and decorative grilles.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Mundelein College Skyscraper Building.

Property Description.

Legal Description:

Lots 4, 5, 6, 7 and the west 10 feet of Lot 8 in Linn's North Edgewater Addition to Chicago, a subdivision of Lot 9 (except the west 765.93 feet) in Cape Hayes, being a subdivision of the southeast fractional quarter of Section 32, Township 43 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Range:

978 -- 1020 West Sheridan Road.

Permanent Index Number:

11-32-405-033.

DESIGNATION OF PALMER HOUSE HOTEL AT 17 EAST MONROE STREET AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 7, 2006 to consider a substitute ordinance for the Palmer House Hotel which encompasses 17 East Monroe Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), §§2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Palmer House Hotel at 17 East Monroe Street, as more precisely described in Exhibit 1 attached hereto and incorporated herein (the "Building"), meets four (4) criteria for landmark designation as set forth in § 2-120-620 (1), (3), (4) and (5) of the Municipal Code; and

WHEREAS, The Building is a significant part of Chicago's history, being the fourth (4th) generation of the famous hostelry started in 1870 by Potter Palmer. Since 1871, the Palmer House has been an important Chicago institution, and the 1927 building remains a commanding presence on the southeast corner of State and Monroe in Chicago's Loop; and

WHEREAS, The Building is strongly associated with the founder of the hotel, Potter Palmer, who was one of Chicago's most significant businessmen and real-estate developers, and epitomizes the importance of the Palmer family to the history of Chicago; and

WHEREAS, Palmer's vision of State Street as Chicago's main retail street, and his role in its development as wide thoroughfare lined with elegant shops and commercial buildings, including the Building, was a significant contribution to Chicago's economic, architectural and social history; and

WHEREAS, Through the construction of his own house on Lake Shore Drive and his development of stylish houses nearby, Palmer was an important figure in the development of the Gold Coast neighborhood on Chicago's near north side as the neighborhood of choice for Chicago's wealthy families; and

WHEREAS, Palmer's wife, Bertha Honore Palmer, was an important social and business figure in Chicago in her own right, including the management of the Palmer Estate, including the Building, between her husband's death in 1902 and her own in 1918; and

WHEREAS, Palmer's sons, Honore Palmer and Potter Palmer, Jr., managed the Palmer Estate during the 1920s and commissioned the current Building as a modern, up-to-date hotel in the tradition of their father's previous hotel buildings; and

WHEREAS, The Building is a fine example of Classical Revival-style architecture with French Neoclassical ornamentation; and

WHEREAS, The Building's exterior displays fine craftsmanship in brick and limestone, including pilasters, urns and other Classical-style ornament; and

WHEREAS, The Building retains a significant historic storefront and interior in the former C.D. Peacock jewelers store at the corner of State and Monroe, which retain lavish Classical Revival style storefront surrounds in bronze and black marble, an elaborate peacock-bedecked corner clock, peacock-embellished bronze doors, and a handsomely interior space retaining green-marble walls and a coffered ceiling; and

WHEREAS, The Building retains significant interior spaces including its second (2nd) floor hotel reception lobby, Empire Room, Red Lacquer Room and Grand Ballroom, all of which are detailed with finely-crafted Classical style ornament and light fixtures; and

WHEREAS, The Building is a significant example of a large-scale urban hotel, a building type of great importance to Chicago history; and

WHEREAS, The Building is the work of Holabird and Roche, one of Chicago's most significant architectural firms; and

WHEREAS, Under its original partners, William Holabird and Martin Roche, Holabird and Roche was an important architectural firm associated with the development and refinement of the Chicago style, a significant development in the history of world architecture; and

WHEREAS, Holabird and Roche designed several buildings already designated as Chicago landmarks, including the Chicago and Marquette buildings, and the southern half of the Monadnock Building; and

WHEREAS, John Holabird and John Wellborn Root, Jr., second-generation partners of Holabird and Roche and the successor firm of Holabird and Root, are significant for their sophisticated and intricately planned buildings, whether Classical Revival designs such as the Building or Art Deco skyscrapers such as the Chicago Board of Trade and Palmolive Building; and

WHEREAS, The Building retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, by retaining its original location, overall design, historic building materials and the great majority of significant exterior details; and

WHEREAS, On September 7, 2006, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; 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 Building is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of § 2-120-740 of the Municipal Code, are:

-- all exterior elevations, including rooflines, of the Building;

-- lobby-level (second (2nd) floor) interior spaces including the hotel reception lobby, circulation corridors surrounding the lobby and related staircases, the Empire Room, and the public elevator lobby, all as indicated and cross-hatched in Exhibits 2-B and 2-C;

-- the Monroe Street (street-level) entrance lobby and staircase leading up to the hotel reception lobby, all as indicated and cross-hatched in Exhibit 2-A;

-- the mezzanine corridor overlooking the hotel reception lobby and its related public elevator lobby and staircases, all as indicated and cross-hatched in Exhibit 2-C;

-- the fourth (4th) floor Grand Ballroom and Red Lacquer Room, their foyers, the public corridor linking the Grand Ballroom and Red Lacquer Room, and the public elevator lobby, all as indicated and cross-hatched in Exhibits 2-D and 2-E;

-- the first (1st) floor arcade as indicated and cross-hatched in Exhibit 2-A; and the former C. D. Peacock and Co. Jewelers store interior at the corner of State Street and Monroe Street as indicated and cross-hatched in Exhibit 2-A.

Significant features of the interiors listed above include, but are not limited to, historic finishes, light fixtures, materials and ornamental detailing.

SECTION 4. The following guidelines shall also apply:

-- changes to the State Street "leg" of the first (1st) floor arcade, including narrowing, may be allowed as indicated and cross-hatched in Exhibit 3.

-- the Palmer House Annex, a six (6) story portion of the Building located at 106 -- 112 South Wabash Avenue, shall be considered non-contributing for the purposes of permit review.

SECTION 5. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 6. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibits 2-A, 2-B, 2-C, 2-D, 2-E and 3 referred to in this ordinance printed on pages 94943 through 94948 of this *Journal.*]

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Palmer House Hotel.

Property Description.

Legal Description:

That part of Block 3 in fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian bounded and described as follows, viz:

beginning at the point of intersection of the south line of East Monroe Street with the present east line of South State Street (being a line 27 feet, 0 inches east and parallel with the west line of said Block 3); running thence with said east line of South State Street south 254 feet and 5 7/16 inches to a point 210 feet, 3 inches north of the north face of the Republic Building, said point being 144.75 feet north of the south line of Lot 10 in Block 3 (as measured on the west line of the premises in question); thence with the line established by the agreement between Bertha Honore Palmer and Adrian C. Honore, Trustees of the Estate of Potter Palmer, Deceased, Ethelbert W. Peck, Louis Frazin and Abraham M. Oppenheim, dated January 23, 1907, recorded in the Recorder's office for said county in Book 19104, page 66, as Document Number 8030340, said line intersecting the west line of the point 144.52 feet north of the south line of Lot 10 in Block 3, east 159 feet and 10½ inches, more or less, to a point 6 feet east of the west line of Lot 8 in said Block 3 and in the east line of the 12 foot alley running north and south through the south part of said Block 3; thence with the east line of said alley south 9 feet and 8⅞ inches to a point 22 feet, 3 ⅝ inches south of the north line of said Lot 8, being the north line of an 18 foot alley, east 174 feet and 10⅝ inches to the present west line of South Wabash Avenue; thence with said west line of South Wabash Avenue north 210 feet and 7 13/16 inches, more or less, to the point of intersection of said west line of South Wabash Avenue with the south line of Lot 1 in the Assessor's Division of Lots 1 and 4 in Block 3 in fractional Section 15 Addition aforesaid; thence with the south line of said Lot 1 in the Assessor's Division aforesaid west 85 feet, 8 inches to the southwest comer of said Lot 1; thence with the west line of said Lot 1 north 52 and 95/100 feet, more or less, to the present south line of East Monroe Street; and thence with said south line west 248 feet and 8 15/16 inches to the place of beginning, in Cook County, Illinois.

Address Commonly Known As:

17 East Monroe Street.

Permanent Index Numbers:

17-15-102-010;

17-15-102-006; and

17-15-102-011.

Exhibit 2-A.
(To Ordinance)

Palmer House Hilton.

Street Level.

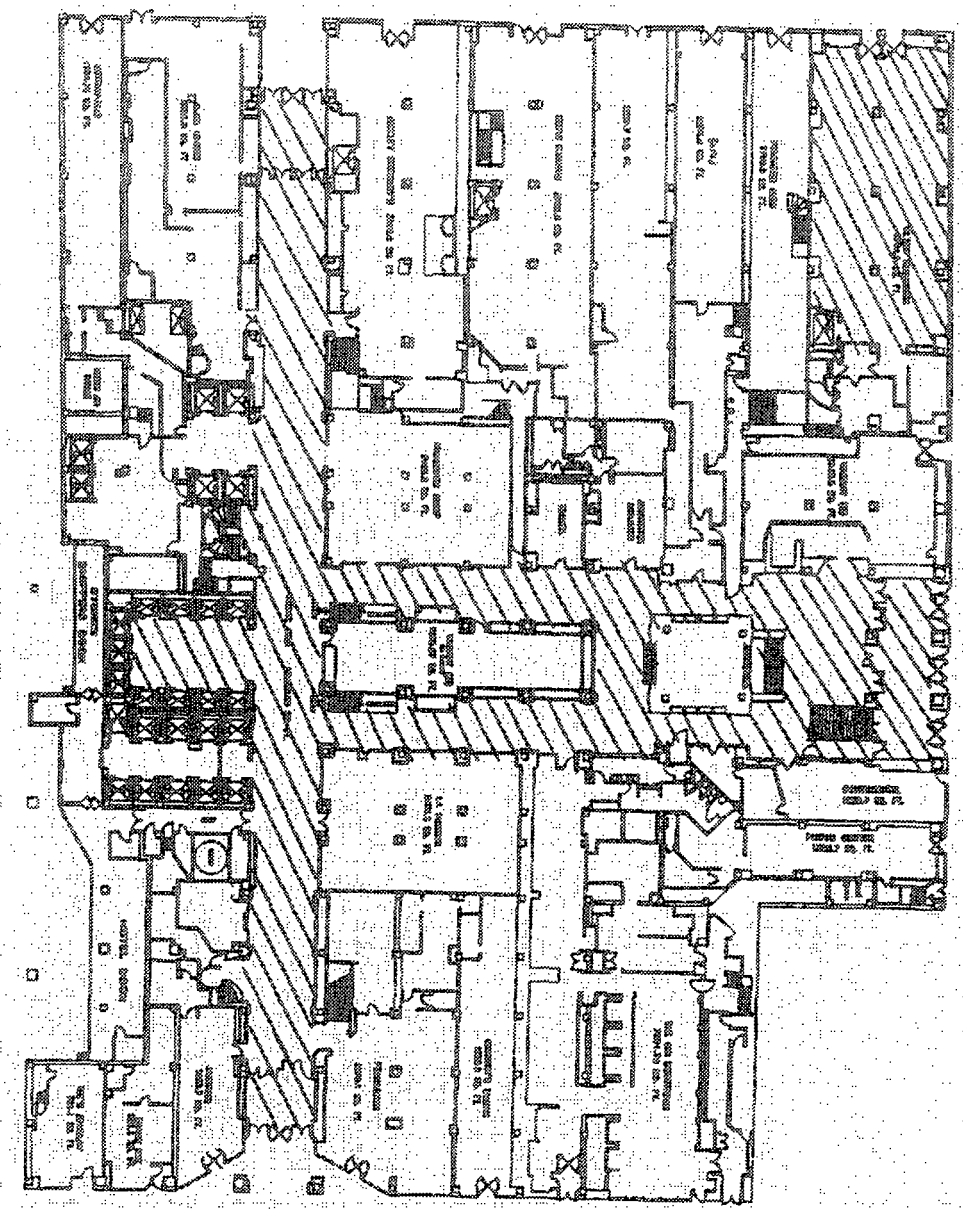


Exhibit 2-B.
(To Ordinance)

Palmer House Hilton.

Lobby Level.

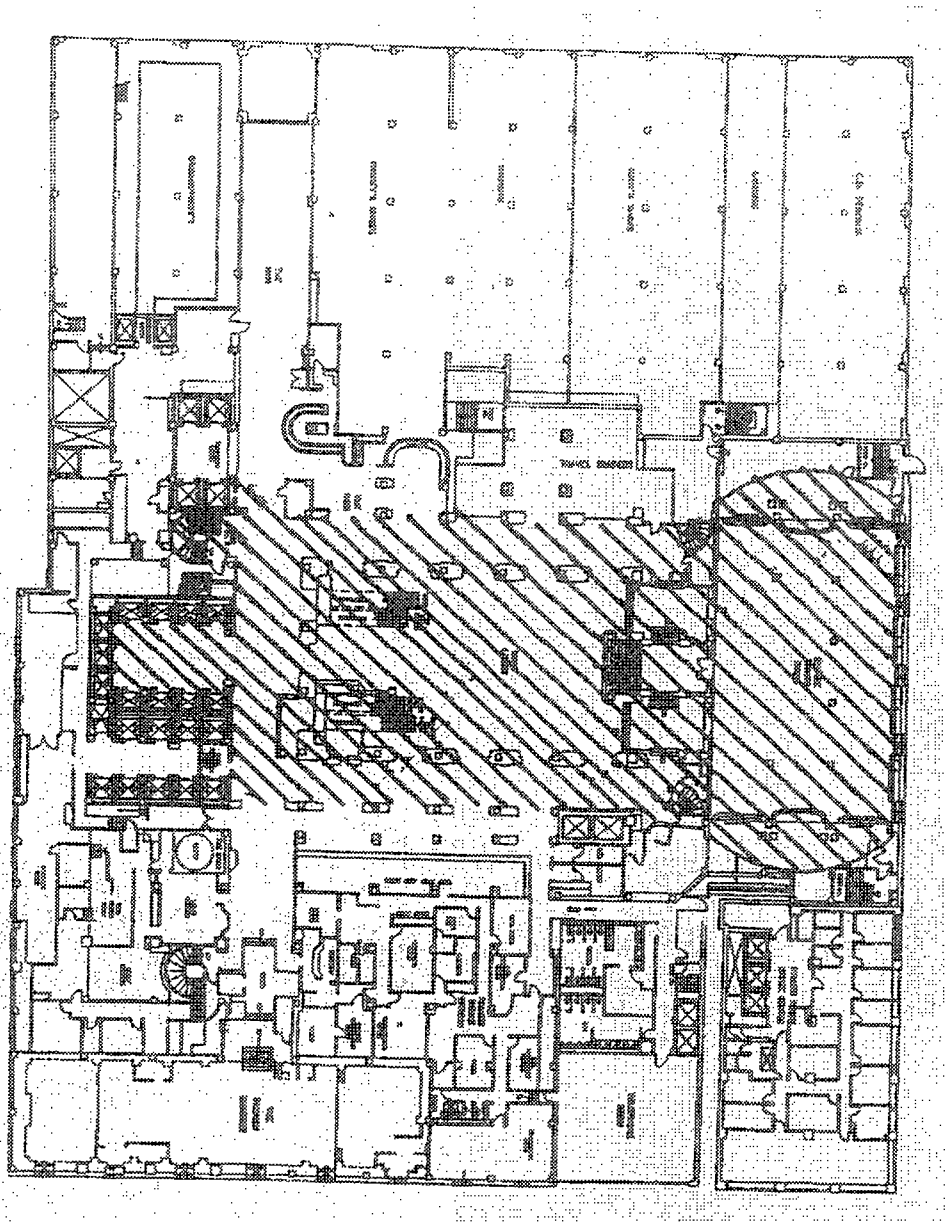


Exhibit 2-C.
(To Ordinance)

Palmer House Hilton.

Second Floor.

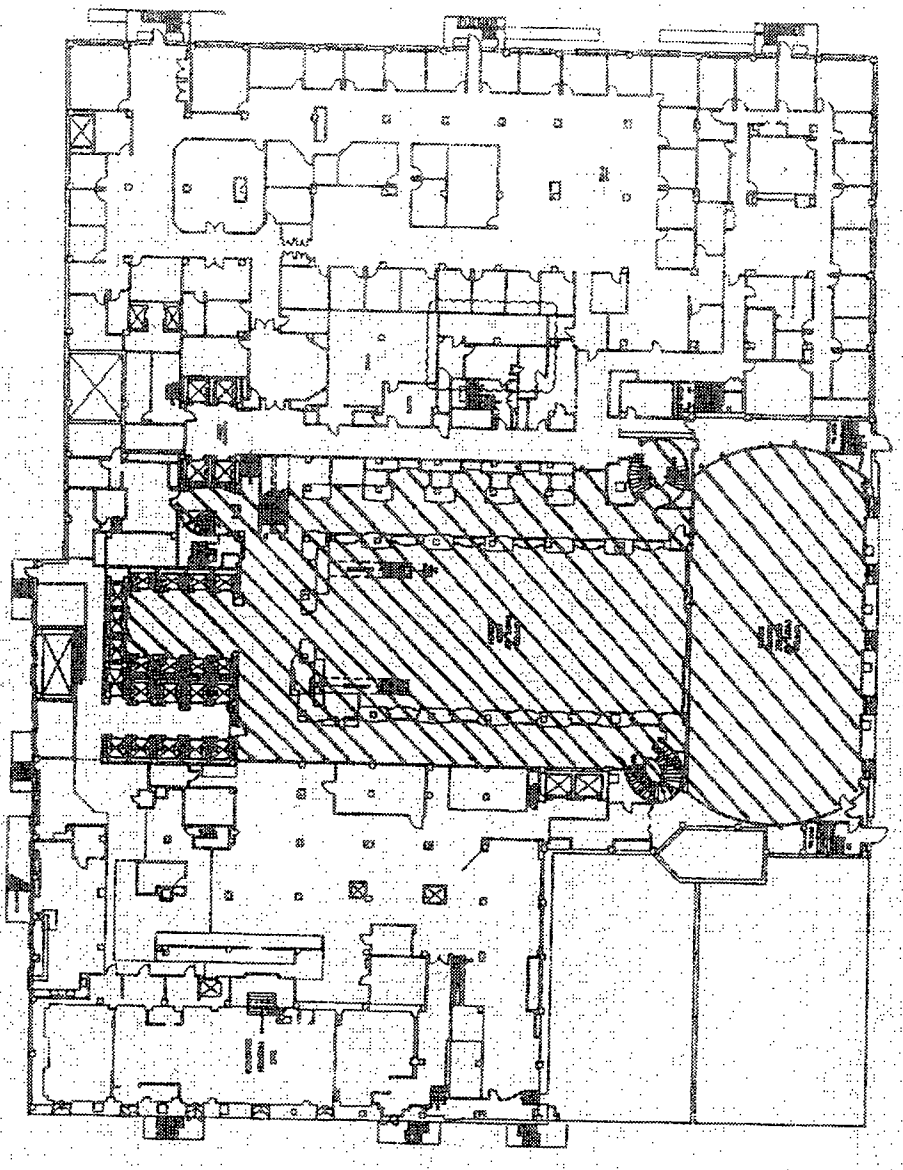


Exhibit 2-D.
(To Ordinance)

Palmer House Hilton.

Fourth Floor.

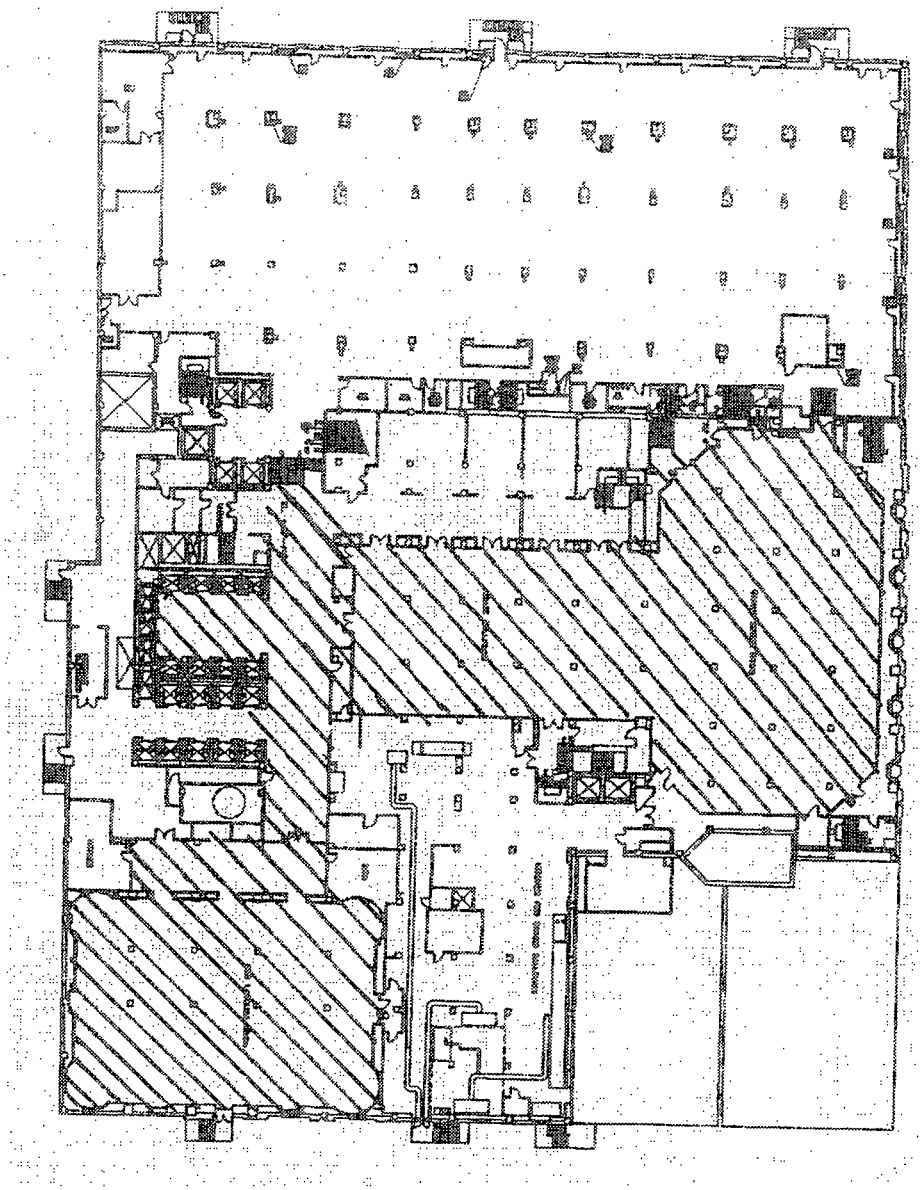


Exhibit 2-E.
(To Ordinance)

Palmer House Hilton.

Fifth Floor.

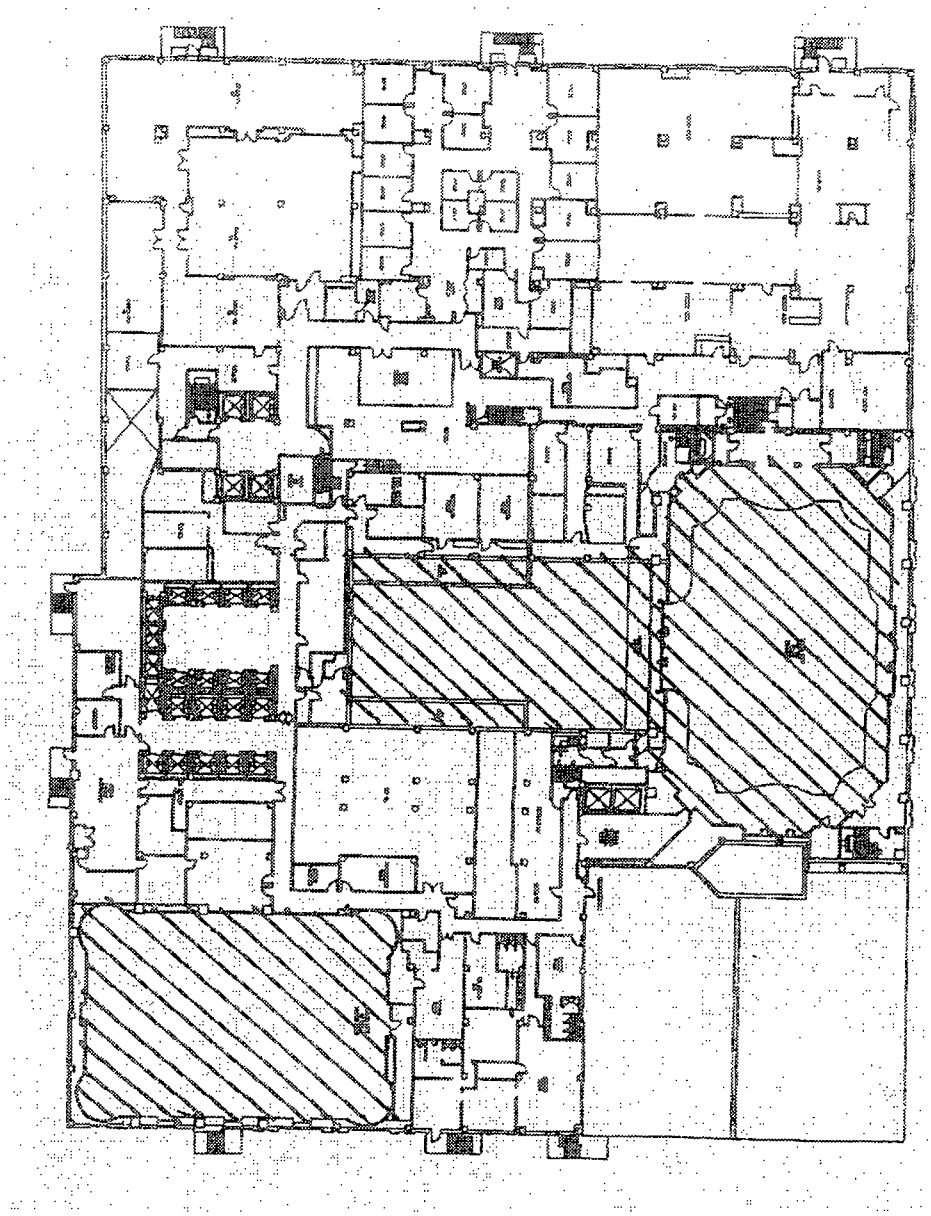
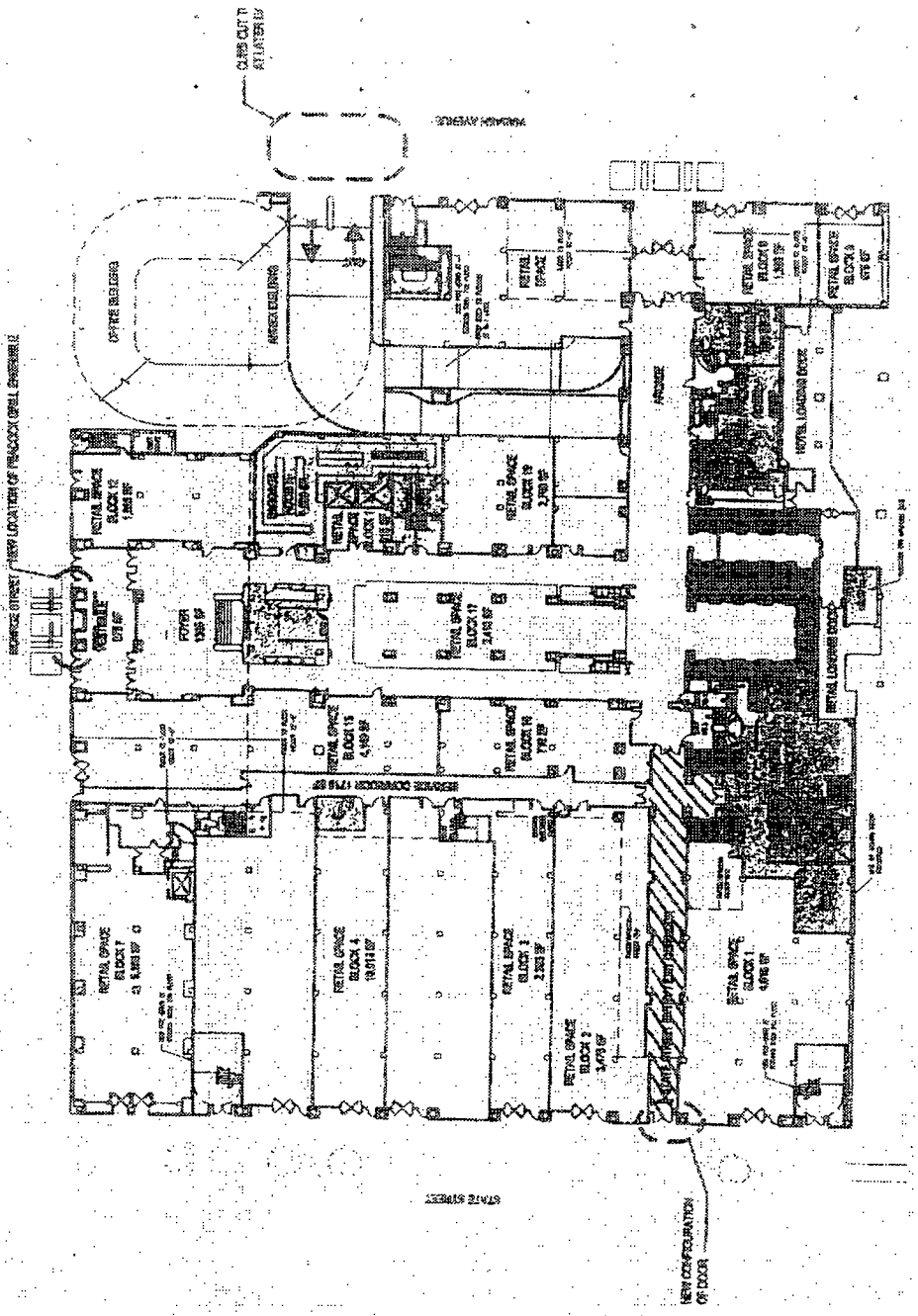


Exhibit 3.
(To Ordinance)

Palmer House Hilton.

State Street "Leg"
First Floor Arcade.



AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 7, 2006, to consider eleven permit fee waivers for:

558 West Fullerton Parkway (Mid-North District);

1422 North Hoyne Avenue (Wicker Park District);

1727 North Hudson Avenue (Old Town Triangle District);

1728 North Hudson Avenue (Old Town Triangle District);

1909 North Humboldt Boulevard (Logan Square Boulevards District);

30 North Michigan Avenue (Historic Michigan Boulevard District);

910 South Michigan Avenue (Historic Michigan Boulevard District);

2332 -- 2342 South Michigan Avenue (Motor Row District);

927 West Newport Avenue (Newport Avenue District);

3617 -- 3625 South State Street (Black Metropolis-Bronzeville District); and

1016 North Winchester Avenue (East Village District),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said orders as passed read as follows (the italic heading in each case not being a part of the order):

558 West Fullerton Parkway.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the

Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	558 West Fullerton Parkway
District/Building:	Mid-North District

for work generally described as:

new rear addition to an existing three (3) story rowhouse

by:

Owner:	Colleen Day and Edgardo Rodriguez
Owner's Address:	558 West Fullerton Parkway
City, State, Zip:	Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from October 1, 2006 through October 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1422 North Hoyne Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the

City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	1422 North Hoyne Avenue
District/Building:	Wicker Park District

for work generally described as:

rehabilitation/conversion of an existing three (3) story residential building to three (3) condominiums

by:

Owner:	667 North Hoyne Development L.L.C.
Owner's Address:	2021 West Armitage Avenue, Unit 3
City, State, Zip:	Chicago, Illinois 60647

The fee waiver authorized by this order shall be effective from September 1, 2006 through September 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1727 North Hudson Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	1727 North Hudson Avenue
District/Building:	Old Town Triangle District

for work generally described as:

renovation/rehabilitation of a single-family historic residential building

by:

Owner:	Joy Schwartz
Owner's Address:	1533 North Mohawk, Number 1
City, State, Zip:	Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from May 1, 2006 through May 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1728 North Hudson Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	1728 North Hudson Avenue
District/Building:	Old Town Triangle District

for work generally described as:

remodeling and deconversion of an existing three (3) unit residential building to a two (2) unit

by:

Owner:	Paul Kleinaitis
Owner's Address:	1714 North Hudson Avenue, Unit C
City, State, Zip:	Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from September 1, 2006 through September 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1909 North Humboldt Boulevard.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	1909 North Humboldt Boulevard
District/Building:	Logan Square Boulevards District

for work generally described as:

exterior renovations to an existing historic residential building including replacement of siding, a fence and windows, and a new front porch

by:

Owner:	James Hourican and Amy Thorne
Owner's Address:	1909 North Humboldt Boulevard
City, State, Zip:	Chicago, Illinois 60647

The fee waiver authorized by this order shall be effective from October 1, 2006 through October 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

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30 North Michigan Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	30 North Michigan Avenue
District/Building:	Historic Michigan Boulevard District

for work generally described as:

interior/exterior rehabilitation to an existing property to include facade and infrastructurel improvements

by:

Owner:	Michigan 30, L.L.C.
Owner's Address:	55 East Jackson, Unit 500
City, State, Zip:	Chicago, Illinois 60604

The fee waiver authorized by this order shall be effective from July 1, 2006 through December 1, 2008.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

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910 South Michigan Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of

charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	910 South Michigan Avenue
District/Building:	Historic Michigan Boulevard District

for work generally described as:

facade repairs to an existing historic building

by:

Owner:	Michigan Avenue Lofts Condominium Association
Owner's Address:	910 South Michigan Avenue
City, State, Zip:	Chicago, Illinois 60605

The fee waiver authorized by this order shall be effective from June 1, 2006 through June 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2332 -- 2342 South Michigan Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	2332 -- 2342 South Michigan Avenue
District/Building:	Motor Row District

for work generally described as:

complete rehabilitation of an existing historic building and construction of a new addition

by:

Owner:	Graceland Development, Ltd.
Owner's Address:	613 West 16th Street
City, State, Zip:	Chicago, Illinois 60616

The fee waiver authorized by this order shall be effective from January 1, 2006 through January 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

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927 West Newport Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the

City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	927 West Newport Avenue
District/Building:	Newport Avenue District

for work generally described as:

the interior/exterior renovation of an existing three (3) flat residential building including window replacements on side elevation

by:

Owner:	Lisa Weinstein and Andrew Edwards
Owner's Address:	1042 West Diversey Parkway
City, State, Zip:	Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from August 1, 2006 through August 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees which it has paid and which are exempt pursuant to Section 1.

3617 -- 3625 South State Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	3617 -- 3625 South State Street
District/Building:	Black Metropolitan/Bronzeville District

for work generally described as:

exterior and interior rehabilitation of a vacant office building

by:

Owner:	Overton L.L.C.
Owner's Address:	54 West Hubbard Street, Suite 205
City, State, Zip:	Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from September 1, 2006 through September 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees which it has paid and which are exempt pursuant to Section1.

1016 North Winchester Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	1016 North Winchester Avenue
District/Building:	East Village District

for work generally described as:

deconversion of a two (2) story residential four (4) unit building into three (3) units, including a small third (3rd) floor addition and rehabilitation of the east facade

by:

Owner:	Joseph W. Hunnewinkel
Owner's Address:	1102 North Wood Street, Unit 4
City, State, Zip:	Chicago, Illinois 60622

The fee waiver authorized by this order shall be effective from August 1, 2006 through August 31, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 13340 SOUTH RIVERDALE AVENUE TO CATHERINE AND MARSHALL DAVIS UNDER PRESERVING COMMUNITIES TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a sale of city-owned property at 13340 South Riverdale Avenue to Catherine and Marshall Davis, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There are a substantial number of abandoned, deteriorated and dangerous buildings in the City which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The City has created the Preserving Communities Together ("P.C.T.") Program to help abate the dangers posed by abandoned, deteriorated and dangerous buildings in the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed to rehabilitate them; and

WHEREAS, The City is the owner of the property commonly known as 13340 South Riverdale Avenue, Chicago, Illinois, and identified by Permanent Index Number 25-34-115-032 (the "Property") which Property is improved with a single-family residence in need of substantial repair and which is qualified to be included in the P.C.T. Program; and

WHEREAS, Catherine and Marshall Davis, individuals (the "Developers"), have proposed to purchase the Property from the City and rehabilitate it for single-family housing in accordance with the provisions of the P.C.T. Program; and

WHEREAS, The Department of Housing of the City has reviewed the Developers' application and has recommend that the City Council approve the conveyance of the Property to the Developers for purposes of rehabilitating the single-family home located thereon in accordance with the provisions of the P.C.T. Program; now, therefore,

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

SECTION 1. The sale of the Property to the Developers in an amount equal to the sum of (a) Two Thousand Five Hundred and no/100 Dollars ($2,500.00), plus (b) the costs and expenses incurred by the City in repairing and, if necessary, replacing the roof on the single-family home on the Property and the party wall that such home shares with the building located at 13338 South Riverdale Avenue, is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developers. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with the Developers, and such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developers, or to a land trust of which the Developers are the sole beneficiaries, or to a business entity of which the Developers are the sole controlling parties or is comprised of the same principal parties, subject to the approval of the Corporation Counsel.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4358 SOUTH VINCENNES AVENUE TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH GENESIS HOUSING DEVELOPMENT CORPORATION FOR CONSTRUCTION OF SINGLE-FAMILY HOMES UNDER CITY LOTS FOR CITY LIVING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a conveyance of property at 4358 South Vincennes Avenue to Genesis Housing Development Corporation, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted October 2, 1995 and published in the *Journal of the Proceedings of the*

City Council of the City of Chicago for such date at pages 8086 -- 8089, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the City Lots for City Living Program ("City Lots Program") to assist with the construction of housing on lots to be provided by the City ("City Lots"); and

WHEREAS, The City desires to make certain modifications to the City Lots Program in order to construct two (2) single-family homes as part of a "green home" demonstration project; and

WHEREAS, The City, acting by and through the Department of Housing ("D.O.H.") intends to sell the City Lot commonly known as 4358 South Vincennes Avenue (Permanent Index Number 20-03-400-071) (subject to final title and survey, the "Property"), to Genesis Housing Development Corporation, an Illinois not-for-profit corporation (together with any single-purpose entity owned and controlled by such developer, the "Developer"), which the City has selected as a developer to participate in the City Lots Program, subject to this ordinance; and

WHEREAS, The City shall sell the Property, which has a fair market value of Five Hundred Twenty-four Thousand Dollars ($524,000), to the Developer for One Dollar ($1.00); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on March 27, 2002 and published at pages 81231 -- 81472 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project ("Plan") for the 47th/King Drive Tax Increment Financing Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11- 74.4-1, et seq. ("Act"), the Area was designated as a "conservation area" redevelopment project area pursuant to the Act, and tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Property is located in the Area and the "green home" demonstration project is consistent with the goals and purposes of the Plan; and

WHEREAS, Public notice advertising D.O.H.'s intent to enter into and convey the Property to the Developer for development under the City Lots Program and requesting alternative proposals appeared in the *Chicago Sun-Times*; and

WHEREAS, No alternative responsive proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The following proposal for construction of two (2) single-family homes under the City Lots Program, as modified hereby, is hereby approved (such proposal, the "Project"):

Developer:	Genesis Housing Development Corporation, an Illinois not-for-profit corporation, together with any entity owned and controlled by it (the "Developer").
Aggregate Number of Buildings:	Two (2) Single-Family Homes.
Location:	4358 South Vincennes Avenue.

SECTION 3. The Commissioner of D.O.H., on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in the form of Exhibit A to this ordinance (the "Redevelopment Agreement") and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new housing units by Developer pursuant to the City Lots Program.

SECTION 4. The conveyance of the Property to the Developer under the City Lots Program, as modified hereby and by the Redevelopment Agreement, is hereby approved, subject to the Developer's execution, delivery and recording of the Redevelopment Agreement described in Section 3. In conjunction with the construction by Developer of the single-family homes, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto, and, in addition, such single-family homes shall qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete perimeter site improvement work, up to a maximum amount of Five Thousand Dollars ($5,000) for the one (1) City Lot being conveyed, if the City, in its sole discretion, determines that such perimeter site improvement work is necessary to the construction of such new home, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 5. One (1) of the single-family homes to be constructed by Developer pursuant to this ordinance must be developed and sold to homebuyers for a base sales price not to exceed Two Hundred Ninety-five Thousand Dollars ($295,000).

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds conveying the Property

to the Developer or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to the Developer's execution of the Redevelopment Agreement.

SECTION 7. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the Property to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the City Lots Program.

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. In the event of a conflict between the City Lots Program ordinance and this ordinance, this ordinance, which is intended to specifically waive certain affordability requirements otherwise applicable to City Lots Program projects in order to facilitate the "green home" demonstration project, shall be controlling. Furthermore, neither the affordability requirements of Section 2-44-090 of the Municipal Code of Chicago, nor any other affordability requirements not expressly set forth in the Redevelopment Agreement, shall apply to the Project or the Property.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit A.
(To Ordinance)

Redevelopment Agreement.

City Lots For City Living Program.

Genesis Housing Development Corporation
(Green Homes Demonstration Project).

This agreement ("Agreement"), dated as of _____, 2007 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by

and through its Department of Housing ("D.O.H."), and Genesis Housing Development Corporation, an Illinois not-for-profit corporation (together with any entity owned and controlled by it, the "Developer"), having an address of 3763 South Wabash Avenue, Chicago, Illinois 60653 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions section.

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by ordinance first adopted October 2, 1995 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*J.O.P.*") for such date at pages 8086 -- 8089, and most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *J.O.P.* for such date at pages 75201 -- 75212, has established the City Lot For City Living Chicago Program (as amended, the "City Lot Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to D.O.H. describing its proposal for participation in the City Lot Program, subject to the modifications set forth in the project ordinance defined below and the terms and conditions set forth herein.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by ordinance adopted _____, 2006 and published in the *J.O.P.* for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the City Lot Program, as modified by this Agreement.

E. Developer, subject to the terms of the Agreement, shall construct two (2) single-family homes (each, a "Home") as part of a "green homes" demonstration project. One (1) of the Homes must be sold for a base sales price not to exceed Two Hundred Ninety-five Thousand Dollars ($295,000). The other Home may be sold at a market rate. Both Homes shall otherwise be developed and sold in conformance with the City Lot Program, as modified by this Agreement (collectively, the "Project"). No household income limitation shall apply to the homebuyers who purchase the Homes.

F. The Homes shall be constructed on the parcel presently owned by the City (the "City Lot") and listed on (Sub)Exhibit A attached hereto. The City Lot is located within the boundaries of the 47th/King Drive Tax Increment Financing Redevelopment Project Area, which was established by ordinances adopted by the City Council on March 27, 2002. The development of such City Lot shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time. The City Lot is legally described on (Sub)Exhibit B attached hereto.

G. The City Lot, which has a fair market value of Five Hundred Twenty-four Thousand Dollars ($524,000) shall be conveyed by the City to Developer for the sum of One and no/100 Dollars ($1.00). Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on (Sub)Exhibit C attached hereto.

H. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Definitions.

The following terms shall have the meanings set forth below:

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the City Lot Program.

Additional Land Value Lien Amount: [Intentionally Deleted]

Agreement: Shall have the meaning given in the preamble.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: [Intentionally Deleted]

City Lot: Shall have the meaning given in Recital F.

City Lot Program: Shall have the meaning given in Recital B.

Commissioner: The Commissioner of D.O.H.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement. Urban Green, L.L.C., an Illinois limited liability company owned and controlled by Developer, shall be a permitted assignee of Developer's rights and obligations under this Agreement.

D.O.H.: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: [Intentionally Deleted]

Land Value Lien Amount: [Intentionally Deleted]

Lot: The City Lot.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Homes, a list of which is attached hereto as (Sub)Exhibit D.

Section I.

Incorporation Of Recitals And Definitions.

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

Section II.

Covenants, Representations And Warranties.

2.1 Covenants, Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing not-for-profit corporation in good standing under the laws of the State of Illinois. Developer agrees that the Articles

of Incorporation, insomuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the D.O.H.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the City Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the D.O.H., which the D.O.H. may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the City Lot or any portion thereof, except the lien of the First Mortgage (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting the City Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the 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 and complete the Homes.

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this 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 2-156-020 of the Municipal Code of Chicago.

(i) The financial statements of Developer are, and when hereafter required to be submitted will be, complete 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 financial statements.

(j) Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States 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 herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in Section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on (Sub)Exhibit D.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival Of Covenants, Representations And Warranties.

Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

Section III.

Conveyance Of The City Lot.

3.1 Form Of Deed.

The City shall convey to Developer fee simple title to the City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as (Sub)Exhibit E ("Deed"). The conveyance and title of the City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.

2. Schedule B exceptions in the title policy described in Section 3.3.

3. General real estate taxes.

4. Easements of record and not shown of record.

5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lot.

6. Title objections caused by Developer.

7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, the City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its

sole expense, to investigate and determine the soil and environmental condition existing on the City Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then if the Developer elects to nonetheless take title to such City Lot, it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of the City Lot in a condition entirely suitable for such intended use. However, in the alternative, the Developer may elect to not take title to such City Lot, in which instance neither the City nor the Developer shall have any further rights or obligations under this Agreement. If the Developer does any soil testing and elects to not take title to the City Lot, then the Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot.

3.2 Conveyance Of The City Lot.

Before the City shall deliver a Deed to Developer for the City Lot, or a portion thereof, and before any construction may commence on the City Lot, D.O.H. shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by D.O.H., shall be a condition precedent to the City's obligation to deliver any Deed:

(a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);

(b) Developer's Budget;

(c) Developer's Financing;

(d) the building permit received by the Developer with regard to the construction of the Home;

(e) this Agreement, which shall constitute and grant the City a lien in favor of the City encumbering the City Lot in an amount equal to the fair market value of the City Lot, or a portion thereof, being conveyed;

(f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;

(g) the condition of title with regard to the Lot;

(h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;

(i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's bylaws and resolutions authorizing the Developer's performance of its obligations under this Agreement;

(j) Internal Revenue Service taxpayer identification numbers;

(k) originals of the Construction Loan documents or evidence of Financing acceptable to the D.O.H.;

(l) Developer's written request for the conveyance of the City Lot;

(m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance; and

(n) the Escrow Agreement.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one (1) copy of this Agreement; and (b) a certified copy of the Project Ordinance Subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed.

If the conditions described in this Section 3.2(a) through (n) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to convey the City Lot pursuant to this Agreement after the date that is twelve (12) months after the execution date of this Agreement.

3.3 Title Insurance.

Upon the conveyance of the City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's

Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes.

The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If any general real estate taxes for the City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution Of Lots.

If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of the City Lot (or to re-convey said City Lot to the City) then the City shall have no duty to provide a substitute City lot for development under this Agreement. Moreover, under no circumstances, shall the City be compelled by Developer, with regard to the City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation Of Deed.

The Developer shall promptly file the Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

Section IV.

The Construction Of The Project.

4.1 Schedule Of Construction Progress.

Developer shall construct the Homes on the City Lot in accordance with that certain construction timetable schedule dated as of _____, 2007

("Schedule"), prepared by Developer, approved by the D.O.H. and attached hereto as (Sub)Exhibit F.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion ofthe construction of the Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings And Specifications.

The preliminary Working Drawings and Specifications dated _____, 2006, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the D.O.H. and listed on (Sub)Exhibit G attached hereto. The Homes Must Contain And The City Lot Must Be Improved With All "Green" Features Specified On (Sub)Exhibit H Attached Hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the D.O.H. for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The D.O.H. shall have thirty (30) days within which to approve or reject said drawings and specifications. If the D.O.H. rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the D.O.H. for its approval. The D.O.H. shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the D.O.H., said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on (Sub)Exhibit D attached hereto, Developer shall submit to the D.O.H. Working Drawings and Specifications for said model. The D.O.H. shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the D.O.H. rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the D.O.H. for approval. Upon the approval of the D.O.H., said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the City Lot Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the D.O.H. for its approval, which approval shall not be unreasonably

withheld or delayed. In No Instance May The Developer Omit, Eliminate Or Reduce The Scope Of Any Of The "Green" Features Identified In (Sub)Exhibit H Without The Prior Written Consent Of The Commissioner of D.O.H., Which Shall Be In The Commissioner's Sole Discretion. The Developer Expressly Acknowledges And Agrees That The Only Reason The City Has Agreed To Convey The City Lot To The Developer For The Project For One And No/100 Dollars ($1.00) Was So That The Two (2) "Green" Homes Could Be Built.

4.3 General Requirements.

Prior to the commencement of construction on the City Lot, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right-of-entry to the City Lot for the purpose of allowing Developer's architects and engineers to inspect the City Lot and to investigate the soil and environmental condition existing in the City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq., and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability Of D.O.H.'s Approval.

Any approvals of the Working Drawings and Specifications made by the D.O.H. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the D.O.H. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing And Constructing The Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the D.O.H. for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the D.O.H. a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other

funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the D.O.H. shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the City Lot. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey the City Lot for the consideration of One and no/100 Dollars ($1.00). The Developer acknowledges that upon the recording of this Agreement, during the construction period and prior to the sale of the Homes to homebuyers, the City shall have a lien against the City Lot in the amount of Five Hundred Twenty-four Thousand Dollars ($524,000), such amount being the fair market value of the City Lot. Such lien shall be released by a recordable instrument executed and delivered by the City at the time of the sale of each Home as to the portion of the City Lot on which such Home is located. The recapture provisions normally applicable under the City Lot Program after the sale of a City Lot to a homebuyer shall not apply to the Project.

(2) Waiver Of City Fees. In conjunction with the construction by Developer of the Homes the City shall waive those certain fees and deposits as described in (Sub)Exhibit C attached hereto.

(3) Perimeter Site Improvements. In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of Five Thousand Dollars ($5,000) to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes and subject to the availability of such bond proceeds or other legally available funds.

(c) Escrow. Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lot pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms

of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) Review Of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction ofthe Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the D.O.H., to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the D.O.H., at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the D.O.H..

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the D.O.H., as the case may be, and shall include, inter alia, providing a certification for the benefit ofthe Construction Lender and the D.O.H. on the form attached hereto as (Sub)Exhibit I that the construction of said Home complies with the Working Drawings and Specifications and all applicable "green" requirements. The Inspector shall notify the D.O.H. and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the D.O.H. with a copy of each and every Inspector's certification. A representative of the D.O.H. shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes.

(e) Homebuyer Closings And Disbursement Of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

(i) the Inspector shall have delivered to the City its conditional certificate for said Home in the form of (Sub)Exhibit I, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

(ii) the City shall have issued its Certificate in accordance with Section 4.8 below;

(iii) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy-five percent (75%) of the hard construction costs associated with the construction of the Home;

(iv) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home; and

(v) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot.

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the D.O.H.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home to a homebuyer. Developer further certifies and agrees that such fee shall be in an amount, calculated and paid at the time of the closing of each Home not to exceed the product of (a) nine percent (9%), times (b) the amount set forth in the final Owner's Sworn Statement approved by D.O.H. as reflecting the actual hard and soft costs for the construction of such Home (the "Construction Cost"). Apart from such developer's fee, neither the Developer nor any of its affiliates shall be entitled to any other profit, income, commission or compensation arising from the sale of the Home. To the extent that the sale of a Home yields sales proceeds that exceed the sum of the Construction Costs plus such permitted developer's fee, then any remaining sales proceeds, after repayment of the permitted First Mortgage indebtedness and customary closing costs payable by the Developer,

as seller, shall be paid to the City at the time of such Home sale closing. For illustrative purposes, if (a) the Construction Cost of the market rate Home is Three Hundred Thousand Dollars ($300,000), (b) the permitted First Mortgage indebtedness is Two Hundred Seventy-five Thousand Dollars ($275,000), (c) customary closing costs payable by the Developer are Five Thousand Dollars ($5,000), and (d) the sales price is Three Hundred Seventy-five Thousand Dollars ($375,000), then the developer would be paid a Twenty-seven Thousand Dollar ($27,000) developer's fee, and the City would be paid the excess net sales proceeds of Sixty-eight Thousand Dollars ($68,000) (Three Hundred Seventy-five Thousand Dollars ($375,000) - Two Hundred Seventy-five Thousand Dollars ($275,000) - Five Thousand Dollars ($5,000) - Twenty-seven Thousand Dollars ($27,000)).

4.6 Relocation Of Utilities.

If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The D.O.H. shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement And Completion Of The Project.

Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project by December 31, 2006. Except as otherwise provided in the Agreement, Developer shall complete the Project by November 30, 2007. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of D.O.H., in the Commissioner's sole discretion, may extend the completion upon the Developer's written request, by executing a written extension letter.

4.8 Certificate Of Compliance.

As each Home is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the D.O.H., upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence

the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the D.O.H. to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. At such closing, the Developer shall provide the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances.

Prior to the City's issuance of the Certificate for a Home, neither Developer nor any successor in interest shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the City Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the City Lot for the purpose of obtaining the Construction Loan to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against the City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to the City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien and hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for or permitted in the City Lot Program and this Agreement, i.e., it may only complete the "green" Homes demonstration project on said City Lot and convey the Homes to homebuyers, as originally contemplated. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable

cure period, the such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

Section V.

Conveyance Of The Homes.

5.1 Developer's Covenants For Participation In The City Lot Program.

(a) Sales Price. Developer affirmatively covenants that it shall sell and convey one Home for a maximum base price not to exceed the sum of Two Hundred Ninety-five Thousand Dollars ($295,000). The second Home may be sold at a market rate. Neither Home shall be subject to the normal price limits under the City Lot Program. Developer's projected final sales pricing for the two (2) Homes is set forth on (Sub)Exhibit J. The parties acknowledge that said base price does not include options described on (Sub)Exhibit K attached hereto which may be desired by individual homebuyers. The parties further acknowledge that the Two Hundred Ninety-five Thousand Dollars ($295,000) base price may further be slightly adjusted due to inflation, upon the written agreement of the parties.

(b) Compliance With Fair Housing And Nondiscrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20, et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958--1963 Comp., page 652 and 3 C.F.R., 1980 Comp., page 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and Sections 17-19 of Article I of the Constitution of the State of Illinois; the Age

Discrimination Act of 1975, 42 U.S.C. sec. 6101-07, and implementing regulations at 24 C.F .R. Part 146, Section 504 of the Rehabilitation Act of 1973,29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty Of Habitability. At the closing for the conveyance of a Home from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of (Sub)Exhibit L attached hereto. Said warranty of habitability shall have a duration of one (1) year and shall be deemed to run with the land.

5.2 Marketing.

Developer shall comply with the affirmative marketing requirements described in Section 5.1 (b) above. In addition, Developer shall comply with the marketing plan which has been approved by the D.O.H. and is attached hereto as (Sub)Exhibit M, and to utilize solely those marketing materials which have been approved by the D.O.H. either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes to prospective homebuyers. Developer also agrees to place on the City Lot a sign stating that the Home was (or shall be) constructed by Developer pursuant to the City Lot Program.

5.3 Income Eligibility Standards.

[Intentionally Deleted]

5.4 Pre-Purchase Qualification.

Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the D.O.H., a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the D.O.H. with a certificate or other evidence of participation.

Section VI.

Performance.

6.1 Time Of The Essence.

Time is of the essence of the Agreement.

6.2 Permitted Delays.

Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period). the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance and foreclosure of the lien granted under this Agreement. At its election, the City may require the Developer to execute and deliver a mortgage in favor of the City, subordinate to the First Mortgage, to further evidence and secure such lien.

(b) Event Of Default. For purposes of the Agreement, the occurrence of anyone or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

(1) any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect (thirty (30) day cure period); or

(2) any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (sixty (60) day cure period); or

(3) failure of Developer to finalize the Working Drawings and Specifications III

accordance with Section 4.2 (thirty (30) day cure period); or

(4) if Developer fails to commence or complete construction of a Home (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home (thirty (30) day cure period); or

(5) if Developer conveys the applicable Home to a homebuyer in excess of the consideration described in Section 5.1 above or takes a developer fee earlier than or in excess of the amount permitted under Section 4.5 above (no cure period); or

(6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes constructed by Developer (thirty (30) day cure period); or

(7) failure of Developer to pay real estate taxes or assessments affecting the City Lot (accruing after the date of conveyance by the City to Developer with respect to the City Lot) when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the City Lot or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge (thirty (30) day cure period); or

(8) the occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or

(9) the financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a 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 (thirty (30) day cure period); or

(10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any 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 in violation of Chapter 2-156-120 of the Municipal Code of Chicago (no cure period); or

(11) any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) Prior To Commencement Of Construction. If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement Of Construction Until Issuance Of Certificate. If after commencement of construction by Developer of a Home on the City Lot but before the City issues its Certificate for such Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding the City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of the City Lot previously conveyed, to terminate the Developer's title to such City Lot and all other rights and interests of Developer to said City Lot and any improvements constructed thereon, and revest title in said City Lot in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage.

Upon such revesting of title to the City Lot in the City, the D.O.H. may complete the construction of any Homes on the City Lot, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the D.O.H. shall employ its best efforts to convey the Home (subject to the First Mortgage lien described above, if any) to a homebuyer under the City Lot Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Home is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as of the date of conveyance. When the City sells all of the Homes in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such City Lot and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution Of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

(1) costs and expenses incurred by the City with regard to the reconveyance of the City Lot, management of the City Lot and the subsequent conveyance of the City Lot to the homebuyers;

(2) all taxes, assessments, and water and sewer charges paid with respect to the City Lot;

(3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the City Lot;

(4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the City Lot;

(5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, any City junior mortgage or otherwise; and

(6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3(b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver And Estoppel.

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

6.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations

under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the City Lot Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the City Lot or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, the City Lot.

6.6 Access To The City Lot.

Any duly authorized representative of the City shall, at all reasonable times, have access to the City Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the last Home on the City Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right To Inspect Records.

Until the date that is three (3) years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least five (5) business days' written notice of any proposed inspection of Developer's books and records.

Section VII.

Developer's Employment Obligations.

7.1 Employment Opportunity.

Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer

operating on the Project (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 and the occupation of the City Lot with regard thereto:

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 of Chicago, 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 nondiscriminatory 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. 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 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.

C. Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C 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.

E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

Section VIII.

Miscellaneous Provisions.

8.1 Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which accelerates or increases the Developer's fees, materially reduces the scope of the "green" features specified on (Sub)Exhibit H, or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days, subject to Section 4.7. Any such material amendment shall require the further approval of the City Council.

8.2 Assignability And Transfer.

Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home, the Developer shall not assign, transfer or convey any right, title or interest in the City Lot, or portion thereof, on which such Home is constructed, without the prior written consent of the Commissioner of D.O.H., which consent shall be in the Commissioner's sole discretion. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate.

8.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official

or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee be entitled to purchase or participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the City Lot Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the City Lot Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one (1) year thereafter. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival.

All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner
Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Commissioner, Developer Services

with a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land-Use Division

If To Developer:

Genesis Housing Development Corporation
3763 South Wabash Avenue
Chicago, Illinois 60653
Attention: Sylvia Ruffin

with a copy to:

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Alan Bell, Esq.

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.9 Headings.

The headings of the various sections and sections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as

modifying, amending or affecting in any way the express terms and provisions hereof.

8.10 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References To Statutes.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, the City shall promptly record one (1) original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

8.15 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included

herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1.

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

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one (1) person to the Mayor or to his political fund-raising committee.

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

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

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

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

(B) neither party is married; and

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

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

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

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

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

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

8.18 Patriot Act Certification.

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

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

8.19 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands

that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

8.20 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
John G. Markowski,
Commissioner
Department of Housing

Genesis Housing Development
Corporation, an Illinois not-for-
profit corporation

By: _____

Name: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that John G. Markowski, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

_____
Notary Public

[Seal]

My commission expires: _____.

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the

_____ of Genesis Housing Development Corporation, an Illinois not-for-profit corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, she/he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Corporation as her/his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

_____
Notary Public

[Seal]

My Commission expires _____.

[(Sub)Exhibits "B", "F", "J", "K", "L" and "M" referred to in this Redevelopment Agreement with Genesis Housing Development Corporation unavailable at time of printing].

[(Sub)Exhibit "C" referred to in this Redevelopment Agreement with Genesis Housing Development Corporation constitutes Exhibit "B" to ordinance and printed on pages 95014 and 95015 of this *Journal*.]

[(Sub)Exhibit "G" referred to in this Redevelopment Agreement with Genesis Housing Development Corporation printed on pages _____ through _____ of this *Journal*.]

[(Sub)Exhibits "A", "D", "E", "H" and "I" referred to in this Redevelopment Agreement with Genesis Housing Development Corporation read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

City Lot.

(Subject To Title Commitment And Survey)

Address:

4358 South Vincennes Avenue.

Permanent Index Number:

20-03-400-071.

(Sub)Exhibit "D".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Insurance Coverages And Amounts.

The Developer must provide and maintain at Developer's own expense or cause to be provided, during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars ($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.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Builders Risk.

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee, if applicable.

B. Additional Requirement:

The Developer must furnish the City of Chicago, Department of Housing, 33 North LaSalle Street, 11th Floor, Chicago, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming

insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate Agreement until proper evidence of insurance is provided.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in these Insurance Coverages and Amounts unavailable at time of printing.]

(Sub)Exhibit "E".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Form Of Deed.

Quitclaim Deed
(City Lot For City Living Program -- Genesis Housing "Green Home" Project).

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of One and no/100 Dollars ($1.00), conveys and quitclaims, pursuant to ordinance adopted _____ _____, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____, to Genesis Housing Development Corporation, an Illinois not-for-profit corporation ("Grantee"), having its principal office at 607 East Oakwood Boulevard, Chicago, Illinois 60653, all interest and title of Grantor in the following described real property ("Property"):

[Insert Legal Description]

Commonly Known As:

[Insert Address]
Chicago, Illinois

Permanent Index Number:

[Insert Permanent Index Number]

This Transfer Is Exempt Under The Provisions Of The Real State Transfer Tax Act, 35 ILCS 200/31-45(b) and 35 ILCS 200/31-45(e); And Section 3-33-060.b. And 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its

successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) the City Lot For City Living program ordinance, first adopted on October 2, 1995 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 8086 -- 8089, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212 ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, City Lot For City Living Program, Genesis Housing Development Corporation" entered into between Grantor and Grantee as of _____, 2006 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2006 as Document Number _____ ("Agreement"). Specifically, in accordance with the terms of the Agreement, Grantee shall construct a Home on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of Two Hundred Ninety-Five Thousand Dollars ($295,000) [not applicable to Market Rate Unit] all as further described in Section 4.5(b)(l) and Section 5.1 of the Agreement.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Home on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third: Grantee shall construct the Home on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Home to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth: Until Grantor issues the Certificate with regard to the completion of the Home, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Home improving the Property.

Sixth: Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Home is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Home on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the Agreement or covenants First and Third in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Home improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Home and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Home in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the _____ day of _____, 2006.

City of Chicago,
a municipal corporation

By: _____
Richard M. Daley, Mayor

Attest:

_____
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to

me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

_____
Notary Public

[Seal]

My commission expires: _____.

(Sub)Exhibit "H".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Mandatory "Green" Features.

Affordable Home:

One thousand eight hundred (1,800) square feet.

Three (3) bedrooms.

Central atrium serves as thermal collector and solar "chimney" -- heat is collected during the day, stored in a slab rock storage bin and released at night during winter months.

Shading devices.

Heavily insulated walls and roof.

Finished with renewable materials, and low in toxicity.

Site sloped to direct rainwater into "rain garden".

Five Hundred (500) gallon cistern buried in rear yard to collect roof water runoff for irrigation.

Native plants, trees and shrubs.

Pervious pavers for walkways and patio.

Market Rate Home:

Two Thousand (2,000) square feet.

High-end finishes.

Solar panel system on roof to meet ninety percent (90%) of electricity demand.

Heavily insulated roof and walls.

Passive solar design facade with windows concentrated on south side of house is primary heating source.

Overhangs for shading also built onto south side of home.

Concrete slabs and masonry walls to collect and hold heat.

Backup heating provided by geothermal water-to-air heating system.

Rain water retention system.

High-efficiency appliances.

Organic garden.

(Sub)Exhibit "I".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the

City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: $_____

Architect:

By: _____

Exhibit "B".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City Lots For City Living Programs Per 2006 Ordinance)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars ($100) per unit will be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water taps are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

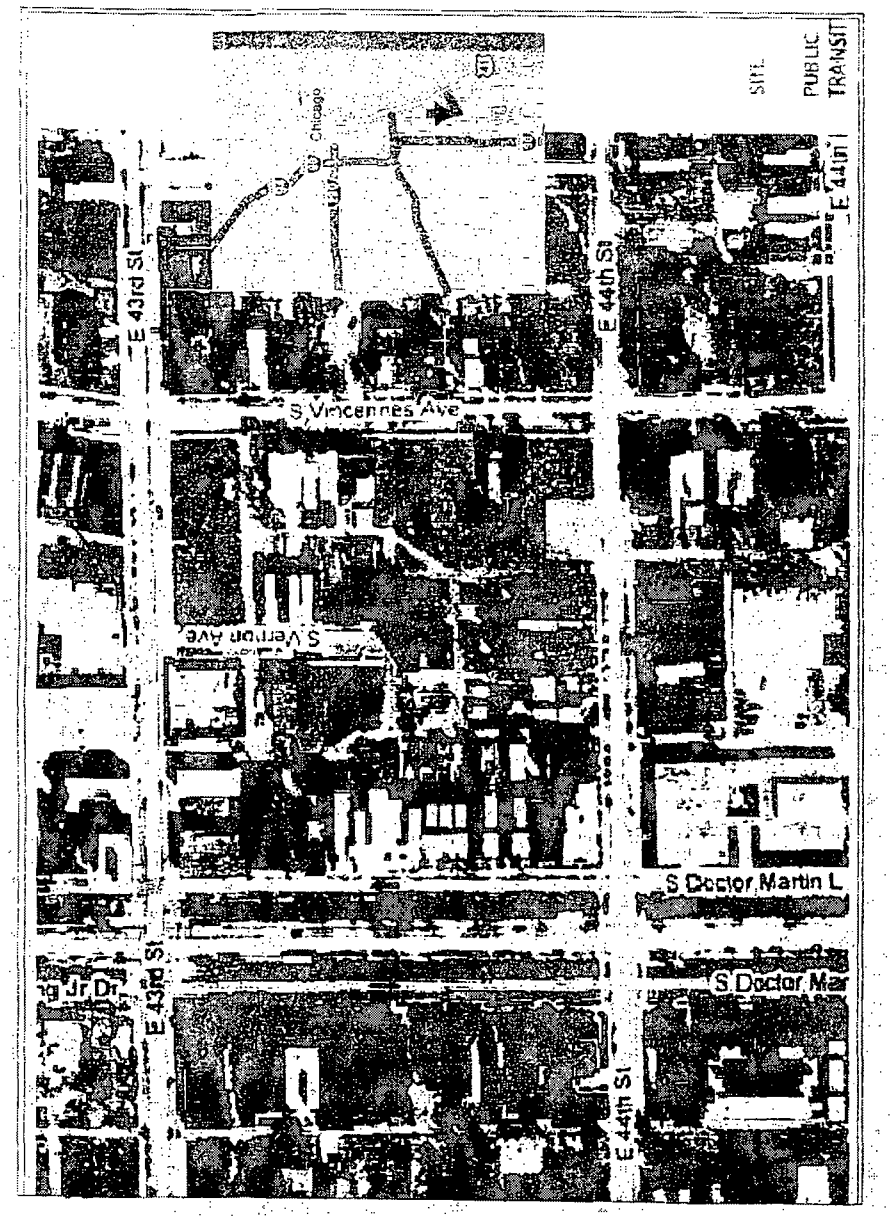
Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

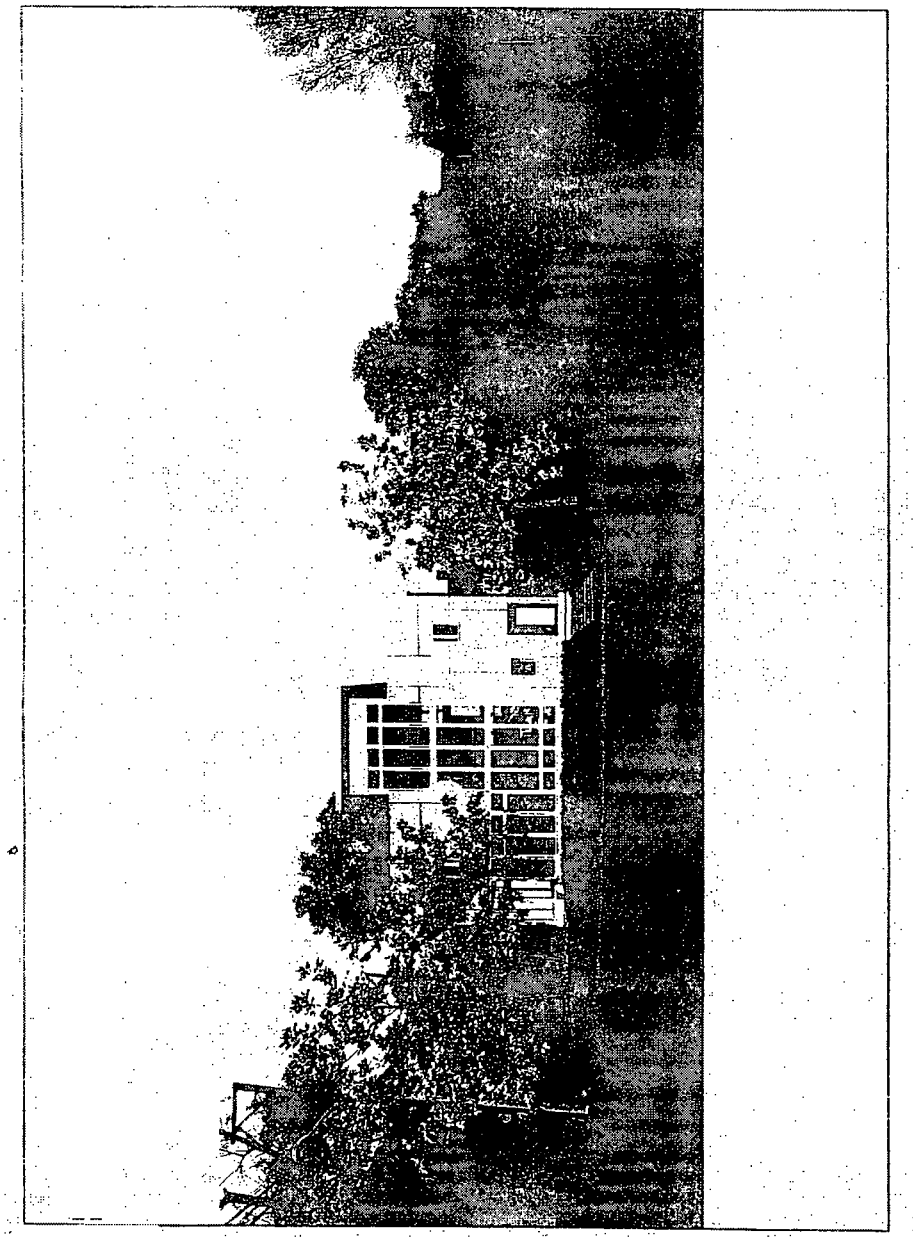
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Master Plan.



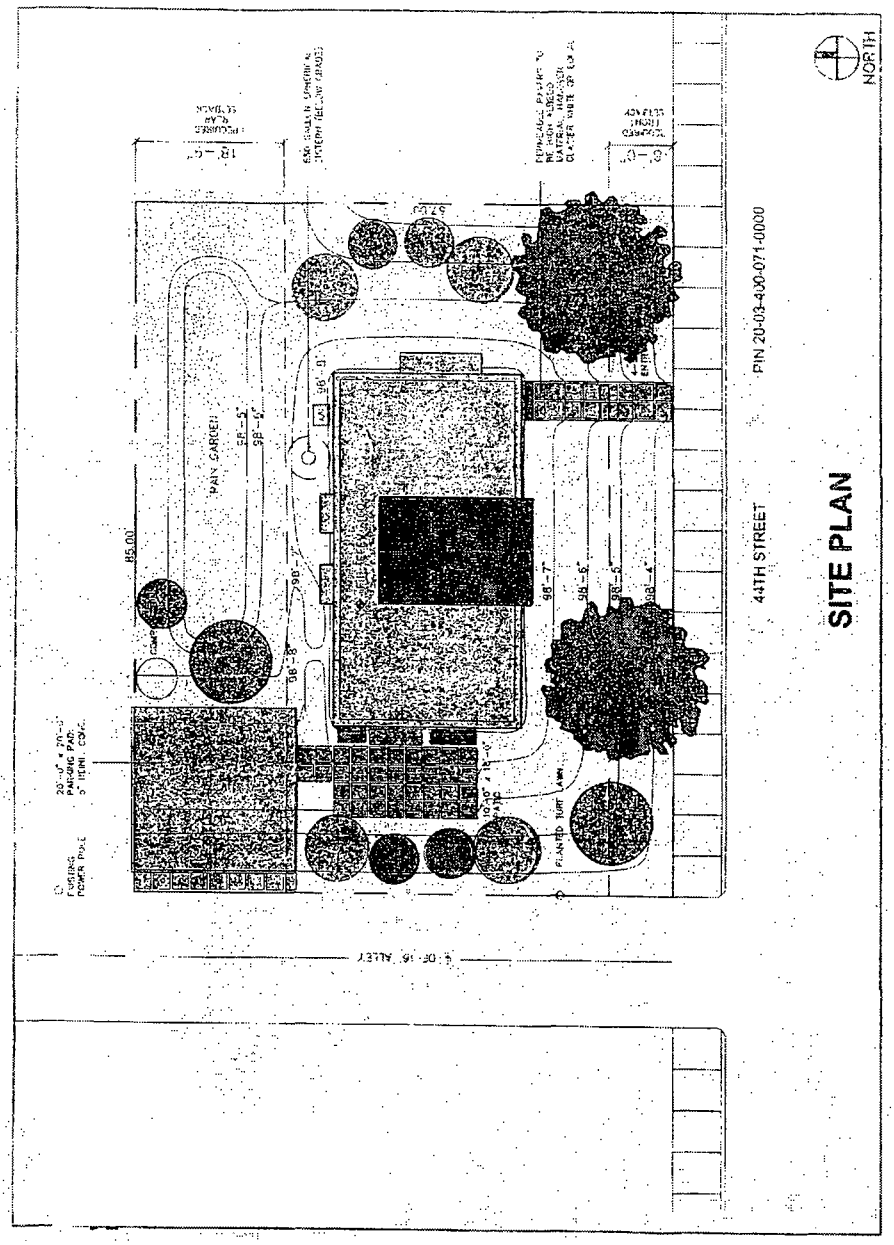
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Rendering On Site.



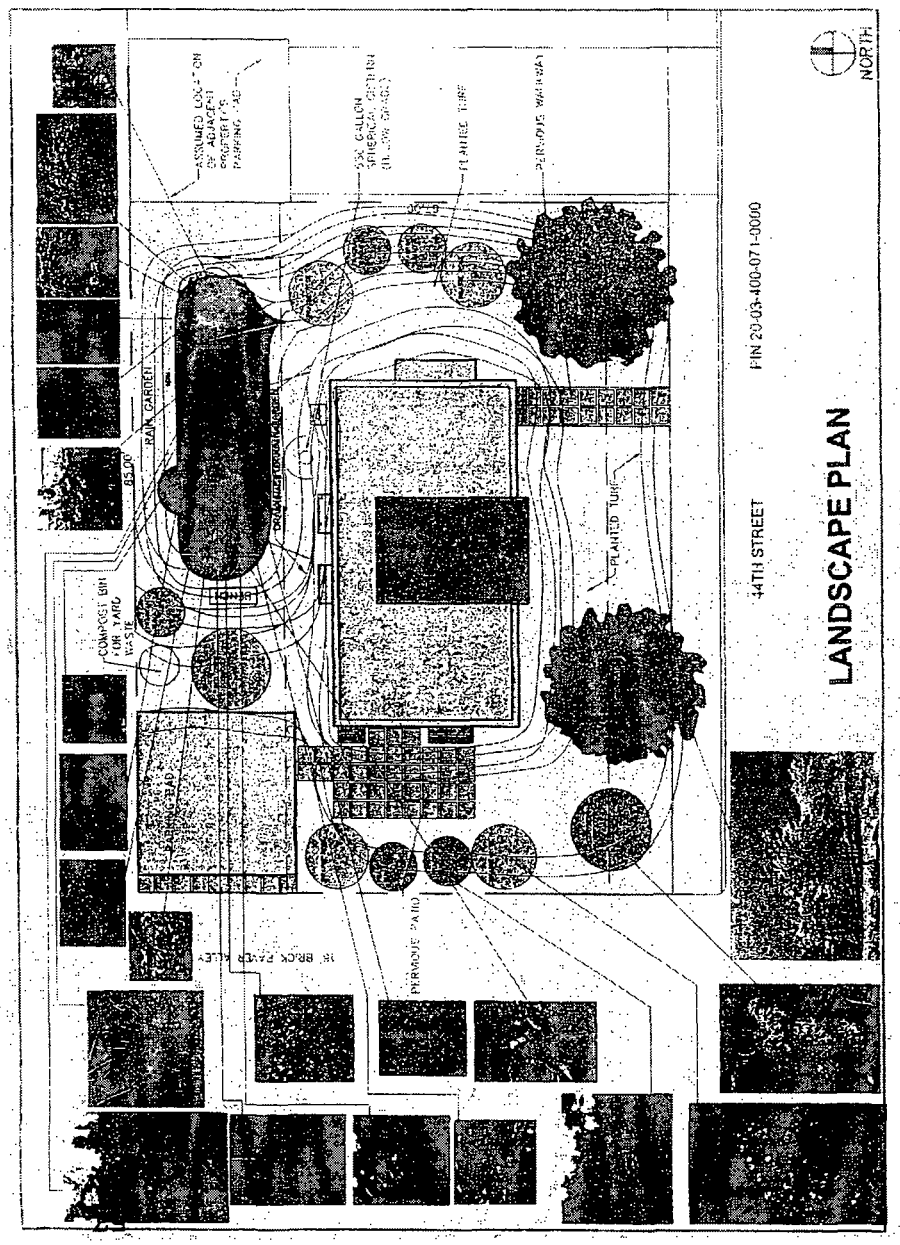
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Site Plan.



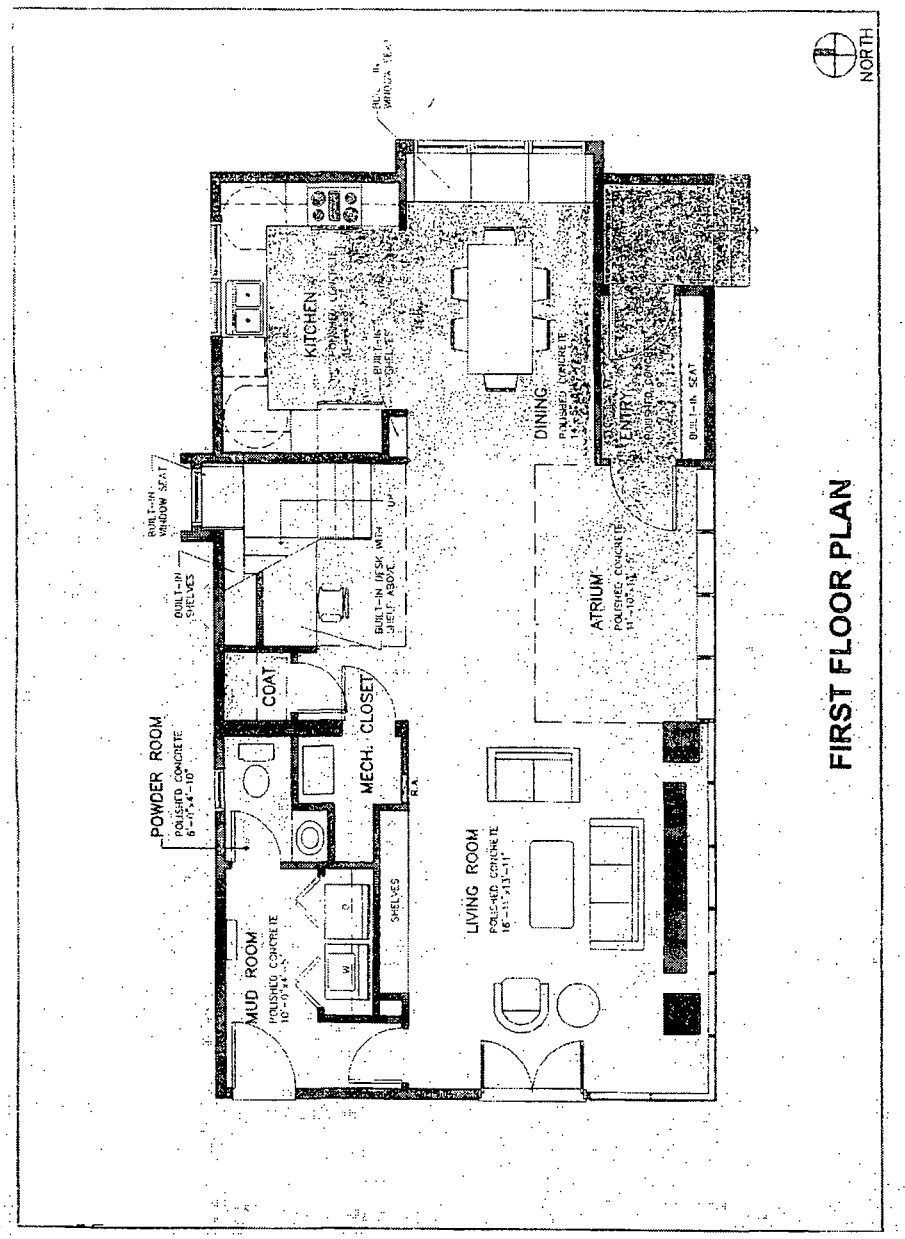
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Landscape Plan.



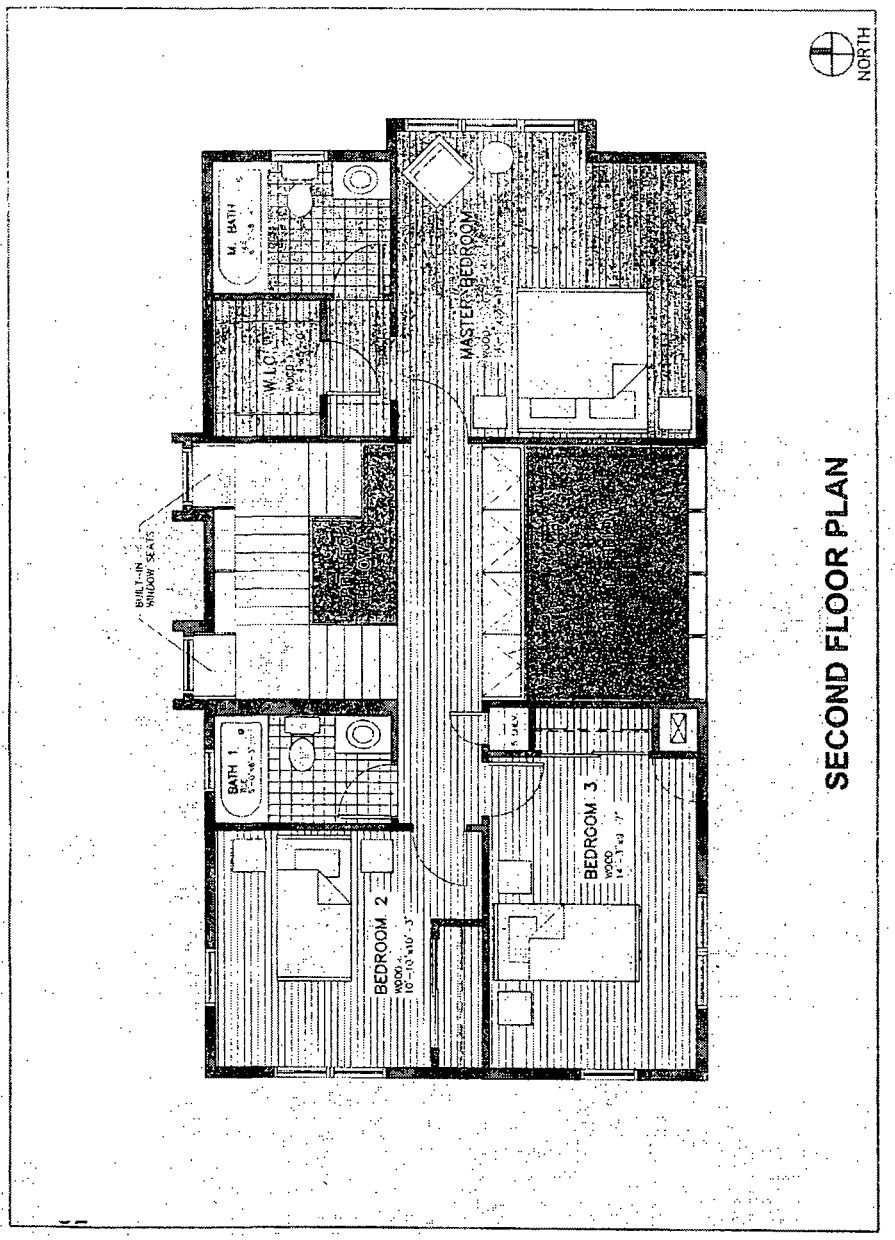
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

First Floor Plan.



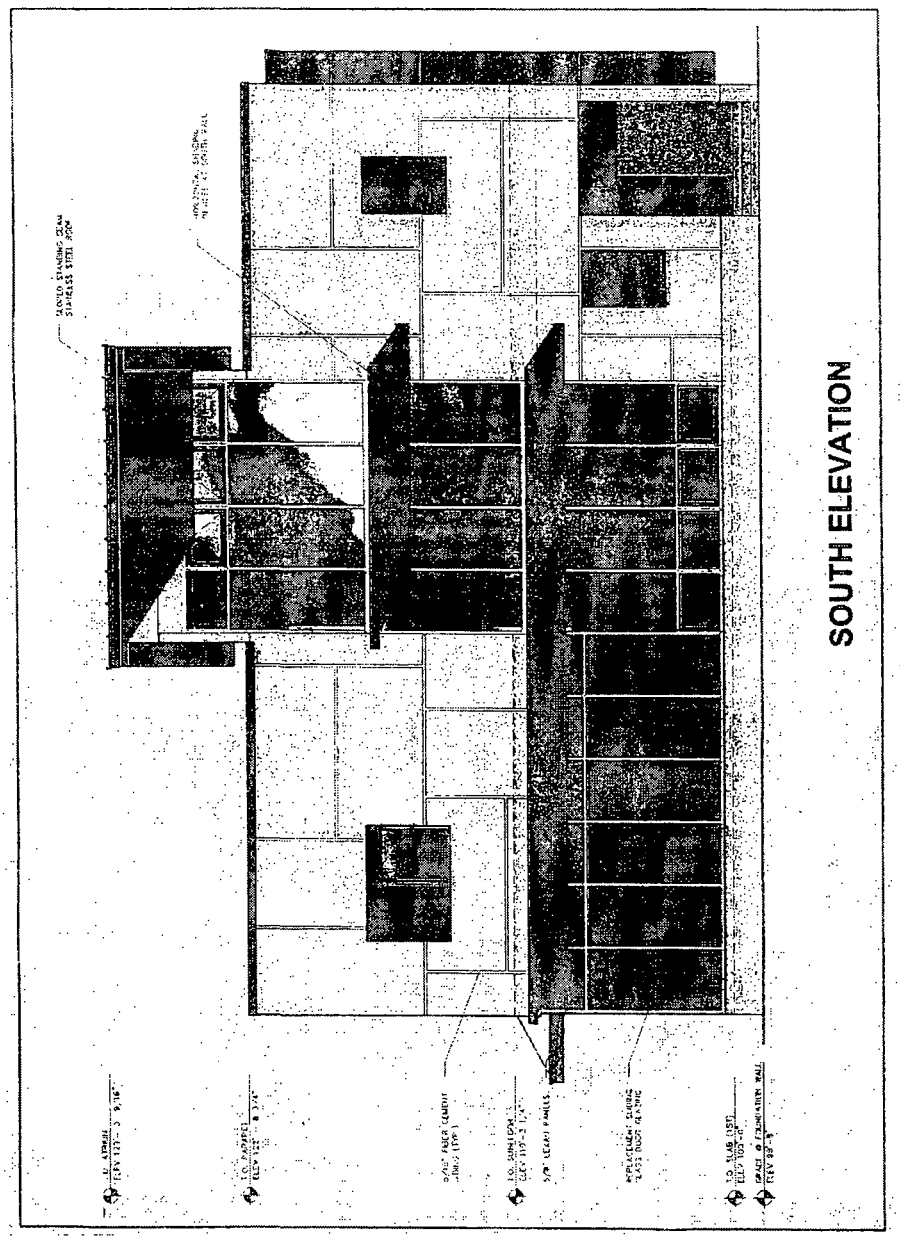
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Second Floor Plan.



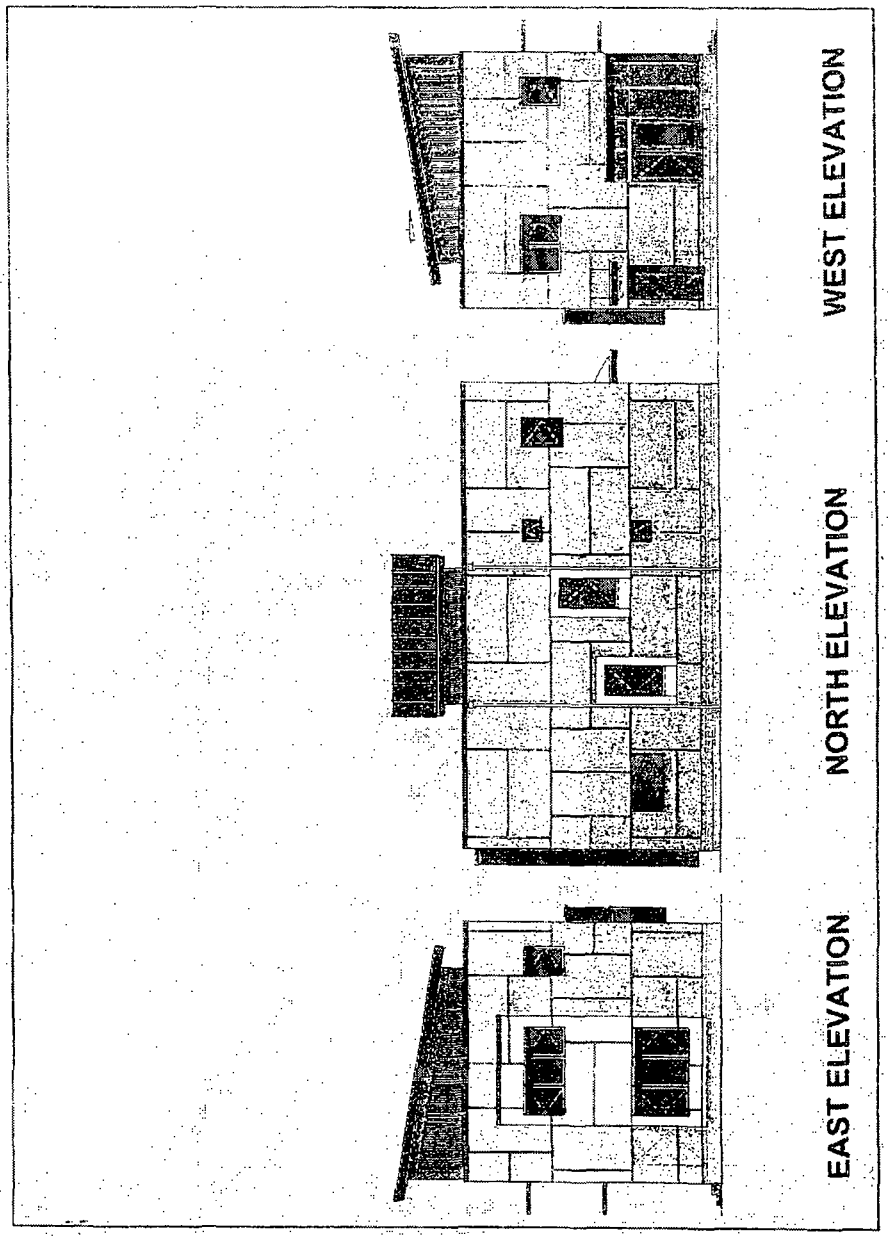
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

South Elevation Plan.



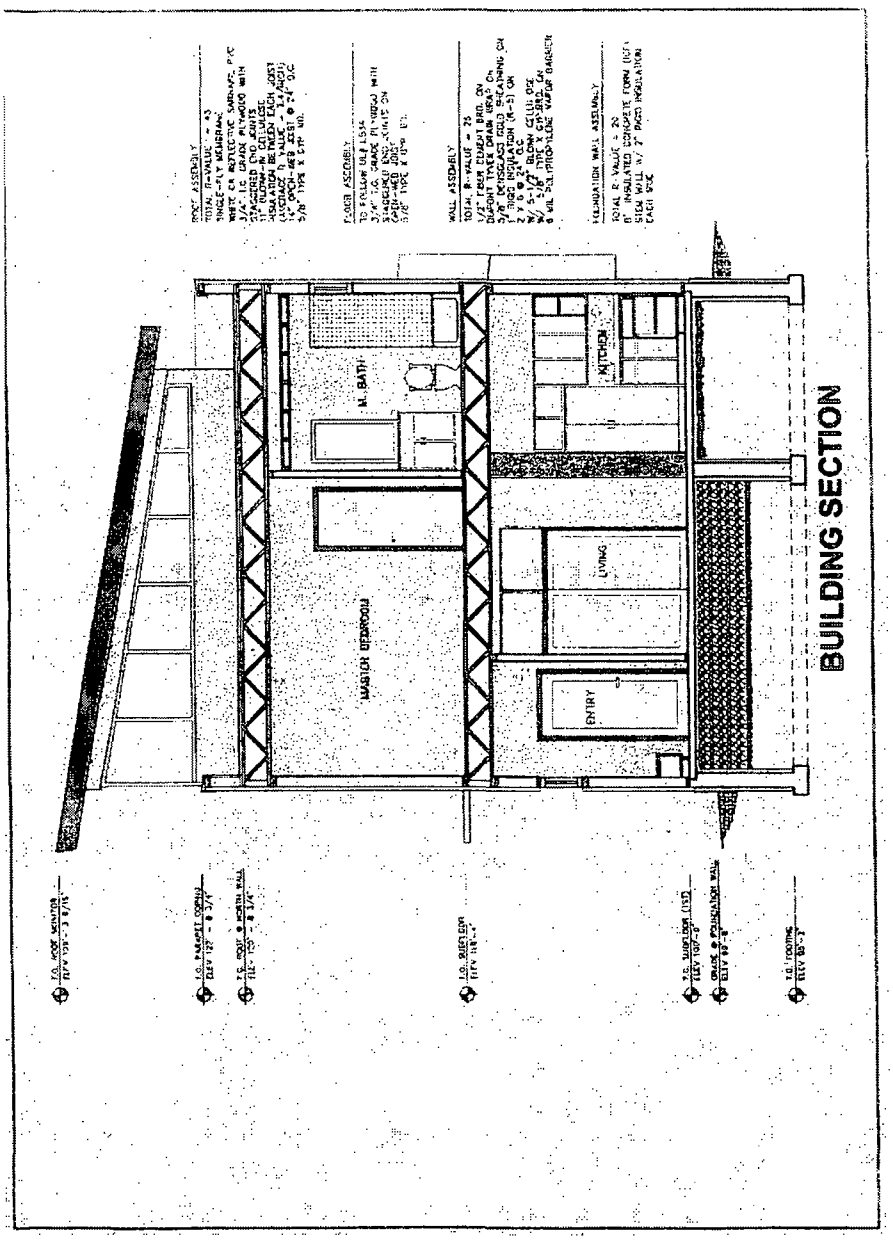
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

East, North And West Elevations.



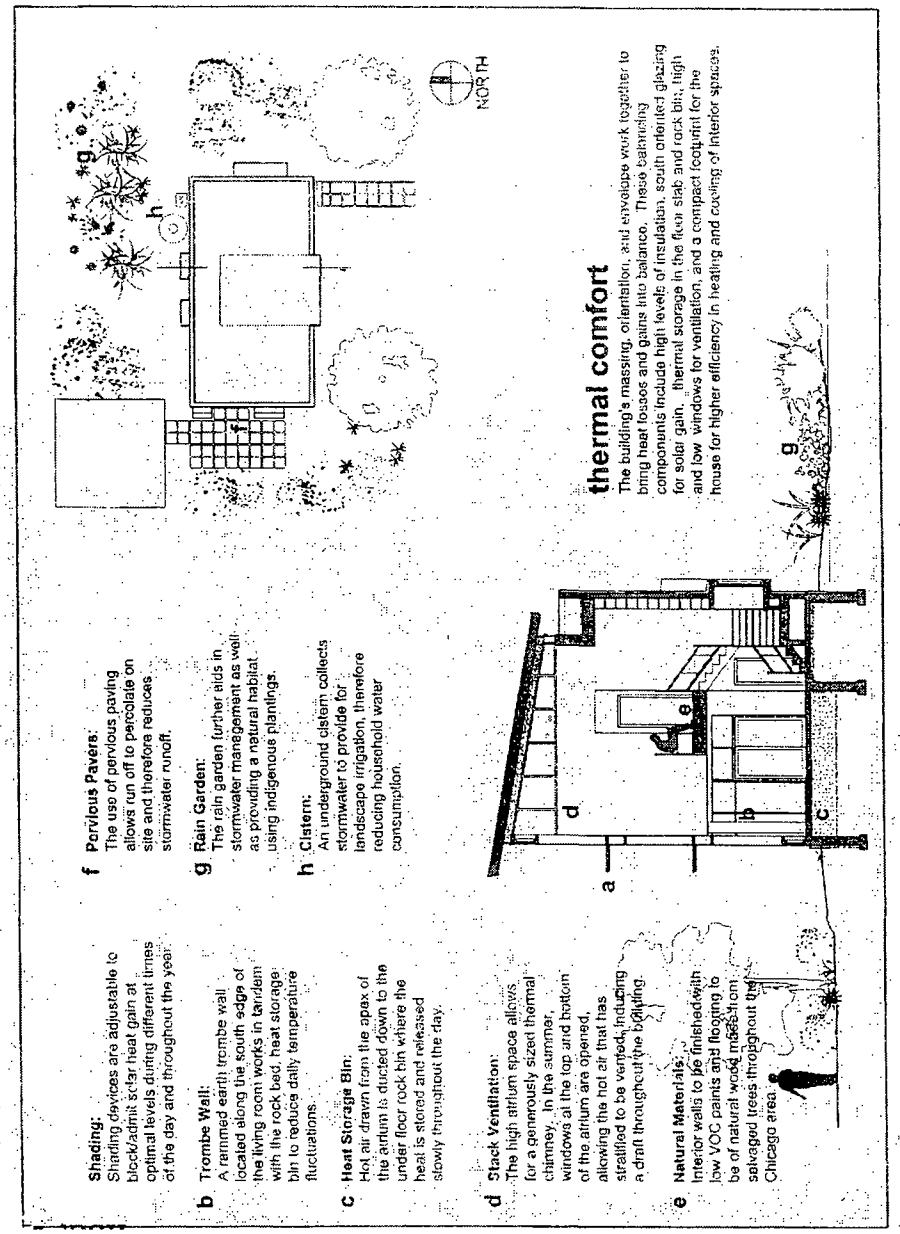
(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Building Section.



(Sub)Exhibit "G".
(To Redevelopment Agreement With Genesis Housing Development Corporation)

Sustainability.



APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4119 WEST ROOSEVELT ROAD TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH MR. NAYEF JOUDEH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of property located at 4119 West Roosevelt Road to Nayef Joudeh, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to the Commission's recommendation and an ordinance adopted by the City Council ("City Council") of the City on April 17, 1968, and published at pages 2651 -- 2654 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City approved the North Lawndale Conservation Area ("Area") and Plan ("Plan"); and

WHEREAS, The City is the owner of an improved parcel located at 4119 West Roosevelt Road, Chicago, Illinois 60624 within the Area and identified by the following Permanent Index Number: 16-22-205-003 (subject to final title and survey, "Property"); and

WHEREAS, Nayef Joudeh, an individual ("Developer"), has submitted a proposal to the Department of Planning and Development ("Department") to purchase the Property from the City for Seventy Thousand and no/100 Dollars ($70,000.00), demolish the existing building and construct a seven thousand five hundred (7,500) square foot, one (1) story modular brick commercial building on the Property and other property owned by the Developer located at 4111 -- 4115 West Roosevelt Road, Chicago, Illinois 60624 ("Developer Parcel"), which proposal is in conformance with the Plan for the Area; and

WHEREAS, By Resolution Number 06-CDC-88, adopted on September 26, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on September 29, 2006, October 3, 2006 and October 12, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of Seventy Thousand and no/100 Dollars ($70,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, _____, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121

North LaSalle Street, Chicago, Illinois 60602, and Nayef Joudeh, an individual ("Developer"), whose offices are located at 4115 West Roosevelt Road, Chicago, Illinois 60624.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 4119 West Roosevelt Road, Chicago, Illinois 60624, which is legally described on (Sub)Exhibit A attached hereto and incorporated herein ("Property"); and

Whereas, The Property is located in a redevelopment area known as the North Lawndale Conservation Area ("Area"); and

Whereas, The Developer owns property located at 4111 -- 4115 West Roosevelt Road, Chicago, Illinois 60624 ("Developer Parcel") which is legally described on (Sub)Exhibit B attached hereto and made apart hereof and intends to demolish the existing building located on the Property and construct a seven thousand five hundred (7,500) square foot, one (1) story modular brick commercial building on the Property and the Developer Parcel, as more fully described on (Sub)Exhibit C attached hereto and made a part hereof ("Improvements" or "Project") which Improvements are consistent with the North Lawndale Conservation Plan for the Area ("Plan"); and

Whereas, The City Council by ordinance adopted _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording 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 agree as follows:

Section 1.

Incorporation Of Recitals.

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

Section 2.

Sale And Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and the Developer agrees to purchase the Property from the City, for the sum of Seventy Thousand and no/100 Dollars ($70,000.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4.D below) by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money. Upon execution of this Agreement, the Developer shall deposit with the City the amount of Three Thousand Five Hundred and no/100 Dollars ($3,500.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing.

B. Performance Deposit. Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Three Thousand Five Hundred and no/100 Dollars ($3,500.00) as security for the performance of its obligations under this Agreement ("Performance Deposit") which will be retained by the City until a Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project

C. Interest. There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

(i) the Plan for the Area;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) easements, encroachments, covenants and restrictions of record and not shown of record; and

(v) such other title defects as may exist.

B. Title Commitment And Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company"), showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on or before March 1, 2007, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4 and 5 are all satisfied, and (ii) any later than April 15, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of D.P.D., in her sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than January 1, 2007, and shall deliver evidence of all such permits and approvals to D.P.D. no later than fifteen (15) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to

the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. Upon such termination, the City shall return the Performance Deposit to the Developer. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to D.P.D.. Prior to the issuance of a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies on any property insurance policies. This Section 4.1 shall survive the Closing.

J. Due Diligence. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and Northern District Illinois, and bankruptcy in Cook County and United States Bankruptcy Court), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Proof Of Ownership. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing a title commitment for the Developer Parcel issued no earlier than three (3) months prior to the Closing showing the Developer or an affiliated entity in title to the Developer Parcel.

Section 5.

Project Budget; Proof Of Financing.

The total project budget is currently estimated to be Five Hundred Sixty-six Thousand Five Hundred Thirty-four and no/100 Dollars ($566,534.00) ("Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer

shall submit to D.P.D. for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed, available to be drawn down on the Closing and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

Section 6.

Site And Landscape Plans; Project Requirements.

A. Site And Landscape Plans. The Developer shall construct and landscape the Improvements on the Property and the Developer Parcel in accordance with the renderings prepared by _____, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by D.P.D. and which are depicted on (Sub)Exhibit D attached hereto and incorporated herein ("Drawings"). The Developer shall comply with the City's Landscape Ordinance. No material deviation from the Drawings may be made without the prior written approval of D.P.D., which shall be in D.P.D.'s sole discretion. A deviation that changes the basic use of the Property shall be deemed material. In the event the Developer submits and D.P.D. approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon D.P.D.'s written approval of the same.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection By The City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property and the Developer Parcel for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under Section 19.

F. Survival. The provisions of this Section 6 shall survive the Closing.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or the Department of Transportation ("C.D.O.T.") or any other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. D.P.D.'s approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 8.

Commencement And Completion Of Improvements.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction commence later than March 16, 2007 or (b) construction be completed later than November 30, 2007. D.P.D. shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it

commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws (including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code), regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of D.P.D. shall have the right to unilaterally extend the dates contained herein.

Section 9.

Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with the Plan or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

Section 10.

Restrictions On Use.

The Developer agrees that it:

A. Shall devote the Property and the Developer Parcel to a use which complies with the Plan until April 17, 2008.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or the Developer Parcel or any improvements located or to be erected thereon. This covenant shall have no expiration date.

Section 11.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey the Property, the Developer Parcel or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide D.P.D. copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property or the Developer Parcel, except for the initial construction financing approved by D.P.D. pursuant to Section 5.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property or the Developer Parcel authorized by Section 12

of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property or the Developer Parcel to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

Section 14.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenants provided in Section 10 shall expire as set forth therein.

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two (2) sentences, no notice or cure period shall apply to defaults under Sections 15.D (iv), (vi) and (ix). Any default under Sections 15.D (iv), (vi) and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(i) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or

(ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or

(iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

(iv) the Developer abandons or substantially suspends construction of the Improvements; or

(v) the Developer fails to timely pay real estate taxes or assessments affecting the Property or the Developer Parcel or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property or the Developer Parcel; or

(vi) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(vii) there is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

(viii) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) the Developer fails to close by the Outside Closing Date.

E. Prior To Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 15.F, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition Of Resale Proceeds. If the City sells the Property as provided for in Section 15.G, the proceeds from the sale shall be utilized to reimburse the City for:

(i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and

(v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;

(vi) any other amounts owed to the City by the Developer.

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

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

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

Section 16.

Conflict of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property or the Developer Parcel, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 17.

Indemnification.

The Developer agrees to indemnity, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of

action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property or the Developer Parcel prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

Section 18.

Environmental Matters.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever and the Developer agrees to accept the Property "as is".

B. Right-Of-Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right-of-entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right-of-Entry Agreement in form and substance acceptable to the City. The granting of the right-of-entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on

the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

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

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period. In such event, the City shall return the Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under C.E.R.C.L.A.. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

Section 19.

Developer's Employment Obligations.

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

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq., of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 511-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, 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 or the Developer Parcel, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case maybe.

(vi) Failure to comply with the employment obligations described in this Section 19.A shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the

Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

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

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

Quarterly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("D.O.H.") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

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

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

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

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. If such noncompliance is not remedied in accordance with the breach and cure

provisions of Section 15.C, the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

The Developer shall cause or require the provisions of this Section 19.B to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's M.B.E./W.B.E. Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C, during the course of the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit E hereto shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"): (1) at least twenty-four percent (24%) by M.B.E.s; and (2) at least four percent (4%) by W.B.E.s.

(ii) For purposes of this Section 19.C only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a

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

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

(c) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (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 M.B.E.s or W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.); by the Developer utilizing an M.B.E. or a W.B.E. as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more M.B.E.s or W.B.E.s; by the purchase of materials or services used in the construction of the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. 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 M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(v) Upon the disqualification of any M.B.E. or W.B.E. 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 M.B.E. or W.B.E. as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C to the City's monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning

labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 20.

Provisions Not Merged With Deed.

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

Section 21.

Headings.

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

Section 22.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with

respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 23.

Severability.

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

Section 24.

Notices.

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

If To The City:

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

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer: Nayef Joudeh
4115 West Roosevelt Road
Chicago, Illinois 60624.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

[Intentionally Omitted]

Section 26.

Successors And Assigns.

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

Section 27.

Recordation Of Agreement.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

Section 28.

Exhibits.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

Section 29.

Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 30.

Patriot Act Certification.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 31.

Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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 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 transaction contemplated hereby.

Section 32.

Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Consistent with the intent of Mayoral Executive Order Number 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than seven and five-tenths percent (7.5%), the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than seven and five-tenths percent (7.5%), Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than seven and five-tenths percent (7.5%) (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fund-raising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this

Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than seven and five-tenths percent (7.5%), any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than seven and five-tenths percent (7.5%) (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fund-raising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and

under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that 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 to which the Developer 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 eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

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

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

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

Section 33.

Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

7-28-390 -- Dumping on public way;

7-28-440 -- Dumping on real estate without permit;

11-4-1410 -- Disposal in waters prohibited;

11-4-1420 -- Ballast tank, bilge tank or other discharge;

11-4-1450 -- Gas manufacturing residue;

11-4-1500 -- Treatment and disposal of solid or liquid waste;

11-4-1530 -- Compliance with rules and regulations required;

11-4-1550 -- Operational requirements; and

11-4-1560 -- Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event

of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

Section 34.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, The parties have caused this Agreement to be executed on or as of the date first above written.

City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development

By: _____

Lori T. Healey,
Commissioner

Nayef Joudeh,
an individual

_____

State of Illinois)
)SS.
County of Cook)

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

Given under my notarial seal this _____ day of _____, _____.

_____
Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Nayef Joudeh, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, _____.

_____
Notary Public

[(Sub)Exhibits "D" and "E" referred to in this Agreement with Mr. Nayef Joudeh for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A", "B" and "C" referred to in this Agreement with Mr. Nayef Joudeh for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With Mr. Nayef Joudeh For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

(To come)

Address:

4119 West Roosevelt Road
Chicago, Illinois 60624.

Permanent Index Number:

16-22-205-003.

(Sub)Exhibit "B".
(To Agreement With Mr. Nayef Joudeh For Sale And Redevelopment Of Land)

Legal Description Of Developer Parcel (subject to title and survey):

(To Come)

Address:

4111 -- 4115 West Roosevelt Road
Chicago, Illinois 60624.

Permanent Index Number:

_____

(Sub)Exhibit "C".
(To Agreement With Mr. Nayef Joudeh For
Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project shall consist of a seven thousand five hundred (7,500) square foot single-story commercial building, subdivided into four (4) retail spaces with accessory parking. The building will be constructed of modular brick with an aluminum overhung roof, painted steel columns and aluminum energy efficient windows.

APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 2919 -- 2921 WEST ARTHINGTON STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH 3 G'S DEVELOPMENT I L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the negotiated sale of property located at 2919 -- 2921 West Arthington Street to 3 G's Development I L.L.C., 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on May 17, 2000 and published at pages 30775 through 30925, in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 17, 2000 and published at pages 30926 through 30939 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the T.I.F. Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on May 17, 2000 and published at pages 30940 through 30953 in the *Journal* of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, The City is the owner of the vacant parcels of land commonly known as 2919 and 2921 West Arthington Street, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, 3 G's Development I L.L.C., an Illinois limited liability company (the "Developer") has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for its appraised fair market value, One Hundred Thirty-eight Thousand Dollars ($138,000), and construct two (2) three (3) flats on the Property (the "Project"); and

WHEREAS, By Resolution Number 06-CDC-79 adopted on September 12, 2006 the Community Development Commission ("Commission") authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property, pursuant to Resolution 06-CDC-79, the Commission has recommended that the Property be conveyed to the Developer for redevelopment for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One Hundred Thirty-eight Thousand Dollars ($138,000) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Property (subject to title commitment and final survey):

Lots 8 and 9 in the subdivision of Block 19 of G. W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

2919 -- 2921 West Arthington Street
Chicago, Illinois 60612.

Permanent Index Numbers:

16-13-318-016; and

16-13-318-017.

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the _____, day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and 3 G's Development I L.L.C., an Illinois limited liability company ("Developer"), whose offices are located at 4219 Butterfield Road, Hillside, Illinois 60162.

Recitals.

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on May 17, 2000 and published at pages 30775 through 30925 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project ("Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 1LCS 5/11-74.4-1, et seq.) (the "Act"); and

Whereas, Pursuant to an ordinance adopted by the City Council on May 17, 2000 and published at pages 30926 through 30939 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

Whereas, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on May 17, 2000 and published at pages 30940 through 30953 in the *Journal* of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

Whereas, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

Whereas, The Developer desires to purchase from the City certain real property located in the Area, commonly known as 2919 and 2921 West Arthington Street,

Chicago, Illinois 60612, and legally described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Developer intends to construct on the Property two (2) three (3) flats, as more fully described on (Sub)Exhibit B attached hereto (the "Project"); and

Whereas, The Project is consistent with the Plan for the Area; and

Whereas, The City Council, pursuant to an ordinance adopted on _____ 2006, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

Whereas, The Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City;

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

Section 1.

Incorporation Of Recitals.

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

Section 2.

Purchase Price.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of One Hundred Thirty-eight Thousand Dollars ($138,000) ("Purchase Price"), representing the appraised fair market value of the Property, to be paid to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check or

wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.1). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

Section 3.

Earnest Money And Performance Deposit.

3.1 Earnest Money.

Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of Six Thousand Nine Hundred Dollars ($6,900) ("Earnest Money"), which shall be applied to the Purchase Price at the Closing.

3.2 Performance Deposit.

Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of Six Thousand Nine Hundred Dollars ($6,900), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 13).

3.3 Interest.

The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Closing.

The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the downtown offices of _____ (the "Title Company"), _____, Chicago, Illinois 606_, within thirty (30) days after the Developer has obtained all necessary building permits and zoning approvals for the Project, as required pursuant to Section 9.1, or on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur (a) until the Developer has satisfied all conditions precedent set forth in Section 9, unless D.P.D., in its sole discretion, waives such conditions, and (b) any later than April 30, 2007 (the "Outside Closing Date"), unless D.P.D., in its sole discretion,

extends the Outside Closing Date by up to six (6) months for good cause shown by issuing a written extension letter. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations and an ALTA statement.

Section 5.

Conveyance Of Title.

5.1 Form Of Deed.

The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

(a) the Plan for the Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs.

The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

Section 6.

Title And Survey.

6.1

The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the Property (the "Title

Commitment") from the Title Company, showing the City in title to the Property. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

6.2

The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event the City shall return the Earnest Money and Performance Deposit to the Developer, this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

Section 7.

Building Permits And Other Governmental Approvals.

The Developer shall apply for all necessary building permits and other required permits and approvals for the construction of the Project no later than fourteen (14) days after the City Council authorizes the sale of the Property, and shall pursue such permits and approvals in good faith and with all due diligence.

Section 8.

Project Budget And Proof Of Financing.

The total budget for the Project is currently estimated to be One Million Three Hundred Seventy-five Thousand Five Hundred Dollars ($1,375,500) (the

"Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Project ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount necessary to fill the gap between the Budget and any approved financing.

Section 9.

Conditions To The City's Obligation To Close.

The obligations of the City under this Agreement are contingent upon each of the following being satisfied at least fourteen (14) days prior to the Closing Date, or on such other date as may be expressly provided for below:

9.1 Final Governmental Approvals.

The Developer shall have delivered to the City evidence of all building permits and other final governmental approvals necessary to construct the Project.

9.2 Budget And Proof Of Financing.

The City shall have approved the Developer's Budget and Proof of Financing.

9.3 Simultaneous Loan Closing.

On the Closing Date, the Developer shall simultaneously close any financing approved pursuant to this Agreement and be in a position to immediately commence construction of the Project.

9.4 Insurance.

The Developer shall have delivered to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 13 below). With respect to property insurance, the City will accept an ACORD 28

form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 Legal Opinion.

At the City's request, the Developer shall deliver to the City a legal opinion in a form reasonably acceptable to the City's Corporation Counsel.

9.6 Due Diligence.

The Developer shall have delivered to the City due diligence searches in its name (DCC liens, state and federal tax liens, pending suits and judgments in Cook County and the United States District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.7 Organization And Authority Documents.

The Developer shall have delivered to the City the Developer's articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the operating agreement of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

9.8 Subordination Agreement.

On the Closing Date, and prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender agrees to subordinate the lien of its mortgage to the covenants running with the land, or such other subordination assurances as the Corporation Counsel shall deem acceptable.

9.9 M.B.E./W.B.E. Compliance Plan.

The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department of Housing ("D.O.H.")

regarding compliance with the M.B.E./W.B.E., city residency hiring, prevailing wage and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

9.10 Representations And Warranties.

On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

9.11 Other Obligations.

On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

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

Section 10.

Construction Requirements.

10.1 Site Plans.

The Developer shall construct the Project on the Property in accordance with the final design development drawings and specifications prepared by NIA Architects Inc., 1130 South Wabash Avenue, Suite 200, Chicago, Illinois 60605, which have been approved by D.P.D. and which are attached hereto as (Sub)Exhibit C ("Working Drawings and Specifications"). No material deviation from the Working Drawings and Specifications may be made without the prior written approval of D.P.D.. If the

Developer submits and D.P.D. approves revised design development drawings and specifications after the date of this Agreement, the term "Working Drawings and Specifications" as used herein shall refer to the revised design development drawings and specifications upon D.P.D.'s written approval of the same.

10.2 Relocation Of Utilities, Curb Cuts And Driveways.

The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right To Inspect Property.

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

10.4 Barricades And Signs.

Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. D.P.D. shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

10.5 Survival.

The provisions of this Section 10 shall survive the Closing.

Section 11.

Limited Applicability.

Any approval given by D.P.D. pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

Section 12.

Commencement And Completion Of Project.

The Developer shall commence construction of the Project no later than April 30, 2007, and shall complete the Project (as evidenced by the issuance of a Certificate of Completion) no later than October 31, 2007; provided, however, D.P.D. shall have discretion to extend the construction commencement and completion dates by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Working Drawings and Specifications, and all Laws and covenants and restrictions of record.

Section 13.

Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Project in accordance with this

Agreement. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

Section 14.

Restrictions On Use.

The Developer agrees that it:

14.1

Shall devote the Property or any part thereof to the Project.

14.2

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

14.3

Shall devote the Property to a use consistent with the Plan.

Section 15.

Prohibition Against Sale Or Transfer Of Property.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that D.P.D. may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not (a) prohibit the Developer from contracting to sell or from selling individual residential units in the ordinary course of development; or (b) prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

Section 16.

Limitation Upon Encumbrance Of Property.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any mortgage approved pursuant to Section 9.2.

Section 17.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall

not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 9.2, execute and record a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

Section 18.

Covenants Running With The Land.

The parties agree that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 14.1, Section 15 and Section 16 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 14.2 shall terminate upon the sale of the last residential unit in the Project. The covenant contained in Section 14.3 shall terminate upon the expiration of the life of the Plan (i.e., February 5, 2021).

Section 19.

Performance And Breach.

19.1 Time Of The Essence.

Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Permitted Delays.

The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the

Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure.

If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g).

19.4 Event Of Default.

The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to timely pay real estate taxes or assessments affecting the Property or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) The Developer fails to close by the Outside Closing Date, unless D.P.D., in its sole discretion, extends the Outside Closing Date.

(h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior To Closing.

If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Developer, and retain the Earnest Money and Performance Deposit as liquidated damages.

19.6 After Closing.

If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.7 Resale Of The Property.

Upon the revesting in the City of title to the Property as provided in Section 19.6, the City may complete the Project or convey the Property, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to D.P.D., and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition Of Resale Proceeds.

If the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

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

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property. In addition to, and without in any way limiting the City's rights under this Section 19, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

19.9 No Remedies Against Residential Units Or Buyers.

Notwithstanding anything in this Section 19 or otherwise, the City shall have no rights or remedies against a buyer of a residential unit, or against such residential unit, after the sale of such residential unit to such buyer. By operation of this Section 19.9, each such residential unit shall be released from the encumbrance of this Agreement at the time of the closing of such residential unit's sale to a bona fide purchaser.

Section 20.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this

Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

Section 21.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

Section 22.

Inspection; Condition Of Property At Closing.

22.1 "As Is" Sale.

The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the property in its "as is", "where is" and "with all faults" condition.

22.2 Right-Of-Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a right-of-entry agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Indemnity.

The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under C.E.R.C.L.A.. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Property. If, after the Closing, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

Section 23.

Developer's Employment Obligations.

23.1 Employment Opportunity.

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the Property:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

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

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the 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 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%)); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

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

(e) The Developer and the Employers shall submit weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) to the City's

Department of Housing ("D.O.H.") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, D.O.H., the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of D.O.H., the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such noncompliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least twenty-four percent (24%) of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least four percent (4%) of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (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 M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.); by the Developer utilizing a M.B.E. or a W.B.E. as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more M.B.E.s or W.B.E.s; by the purchase of materials or services used in the construction of the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.O.H.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. 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 M.B.E. or W.B.E. actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the construction of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference And Post-Closing Compliance Requirements.

Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with D.O.H. monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

Section 24.

Representations And Warranties.

24.1 Representations And Warranties Of The Developer.

To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

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

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

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

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

24.2 Representations And Warranties Of The City.

To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival Of Representations And Warranties.

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

Section 25.

Notices.

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

If To The City:

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

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land-Use Division

If To The Developer:

3 G's Development I L.L.C.
4219 Butterfield Road
Hillside, Illinois 60162
Attention: _____

with a copy to:

_____

_____

_____

_____

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission

is confirmed as having occurred prior to 5:00 P.M. on a business day. If such transmission occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

Section 26.

Business Relationships.

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

Section 27.

Patriot Act Certification.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the

Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 28.

Prohibition on Certain Contributions -- Mayoral Executive Order Number 05-1.

28.1

The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

28.2

The Developer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Developer, or the date the Developer

approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

28.3

The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

28.4

The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

28.5

Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6

If the Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fund-raising committee.

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

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

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

(ii) neither party is married; and

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

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

(v) two (2) of the following four (4) conditions exist for the partners:

(1) The partners have been residing together for at least twelve (12) months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two (2) of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

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

(e) "Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 29.

Miscellaneous.

The following general provisions govern this Agreement:

29.1 Counterparts.

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

29.2 Cumulative Remedies.

The remedies of any party hereunder are cumulative and the exercise of anyone or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date For Performance.

If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term.

29.5 Exhibit.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

29.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

29.7 Headings.

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

29.8 No Merger.

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

29.9 No Waiver.

No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability.

If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 Successors And Assigns.

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

In Witness Whereof, The parties have caused this Agreement to be executed on or as of the date first above written.

City of Chicago, an Illinois municipal corporation

By:_____
Lori T. Healey,
Commissioner
Department of Planning
and Development

3 G's Development I L.L.C., an Illinois limited liability company

By: _____

Name: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

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

Given under my notarial seal this _____ day of _____, 2006.

_____
Notary Public

State of Illinois)
)SS.
County of Cook)

I,_____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of 3 G's Development I L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2006.

_____
Notary Public

[(Sub)Exhibit "C" referred to in this Agreement with 3 G's Development I L.L.C. for Sale and Redevelopment of Land printed on pages 95099 through 95101 of this *Journal*.]

((Sub)Exhibits "A" and "B" referred to in this Agreement with 3 G's Development I L.L.C. for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With 3 G's Development I L.L.C.
For Sale And Redevelopment Of Land)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Legal Description:

Lots 8 and 9 in the subdivision of Block 19 of G.W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

2919 -- 2921 West Arthington Street
Chicago, Illinois 60612.

Permanent Index Numbers:

16-13-318-016; and

16-13-318-017.

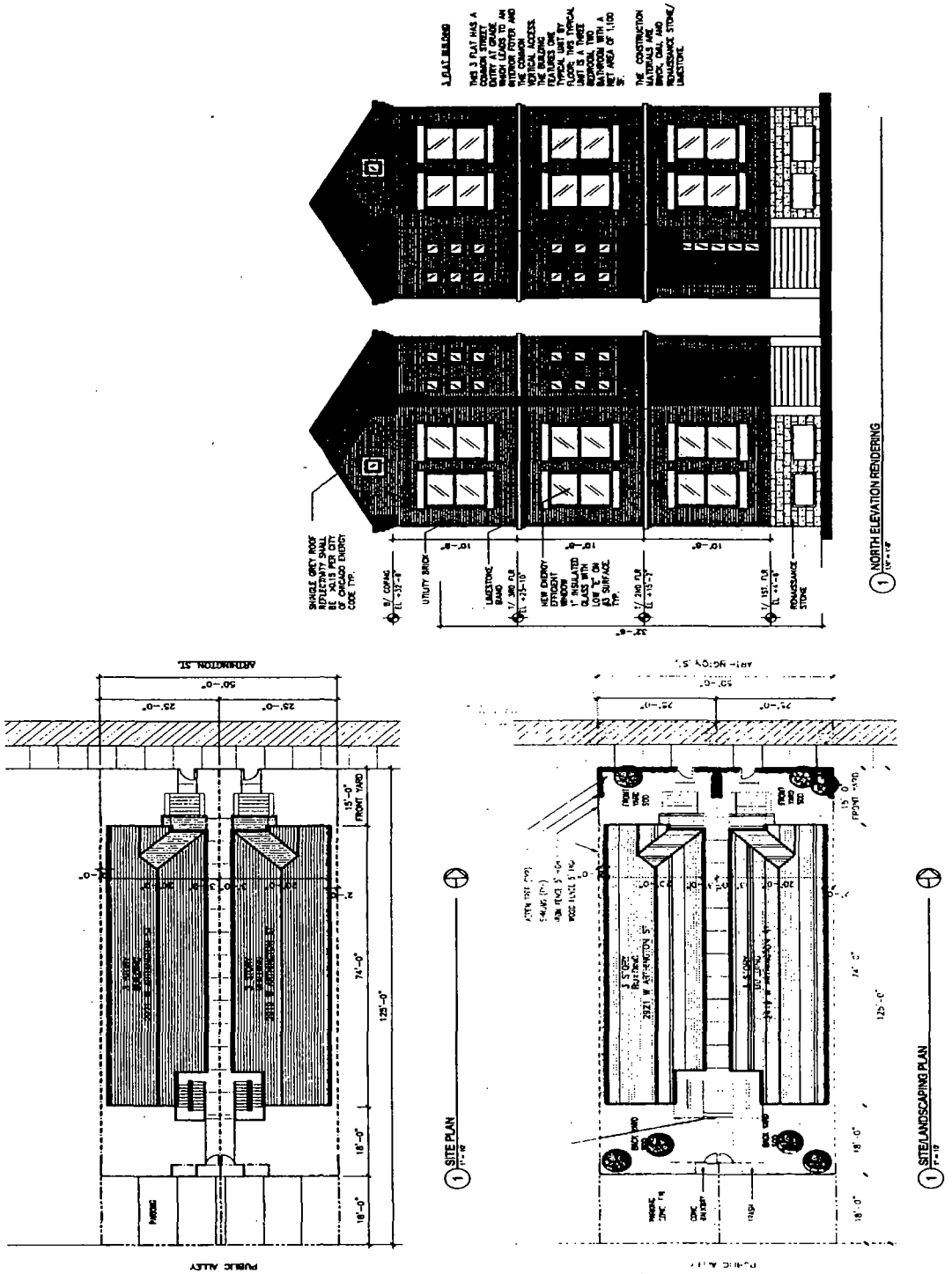
(Sub)Exhibit "B".
(To Agreement With 3 G's Development I L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer will construct two (2) three (3) flats on the Property. The buildings will be constructed with utility brick, renaissance stone and limestone. Each building will have a common street entry at grade which leads to an interior foyer and common vertical access. Access to parking will be off the alley and each unit will have a designated parking space provided by a concrete pad. Each unit will be approximately one thousand fifty (1,050) square feet and include three (3) bedrooms and two (2) bathrooms. The projected sales price per unit is approximately Two Hundred Fifty Thousand Dollars ($250,000).

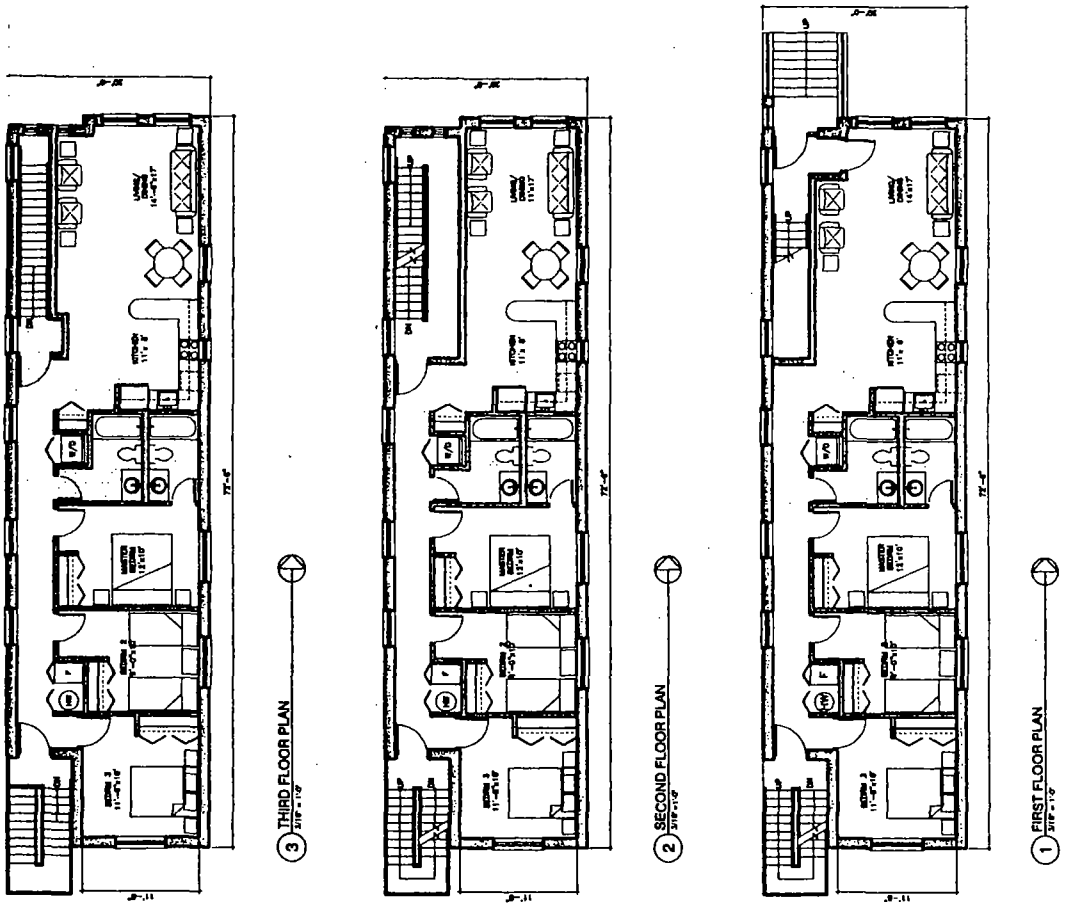
It is anticipated that the Project will enable the Developer to create two (2) full-time positions. In addition, it is anticipated that the Project will create approximately six (6) temporary construction jobs.

(Sub)Exhibit "C".
(To Agreement With 3 G's Development I L.L.C.
For Sale And Redevelopment Of Land)
(Page 1 of 3)



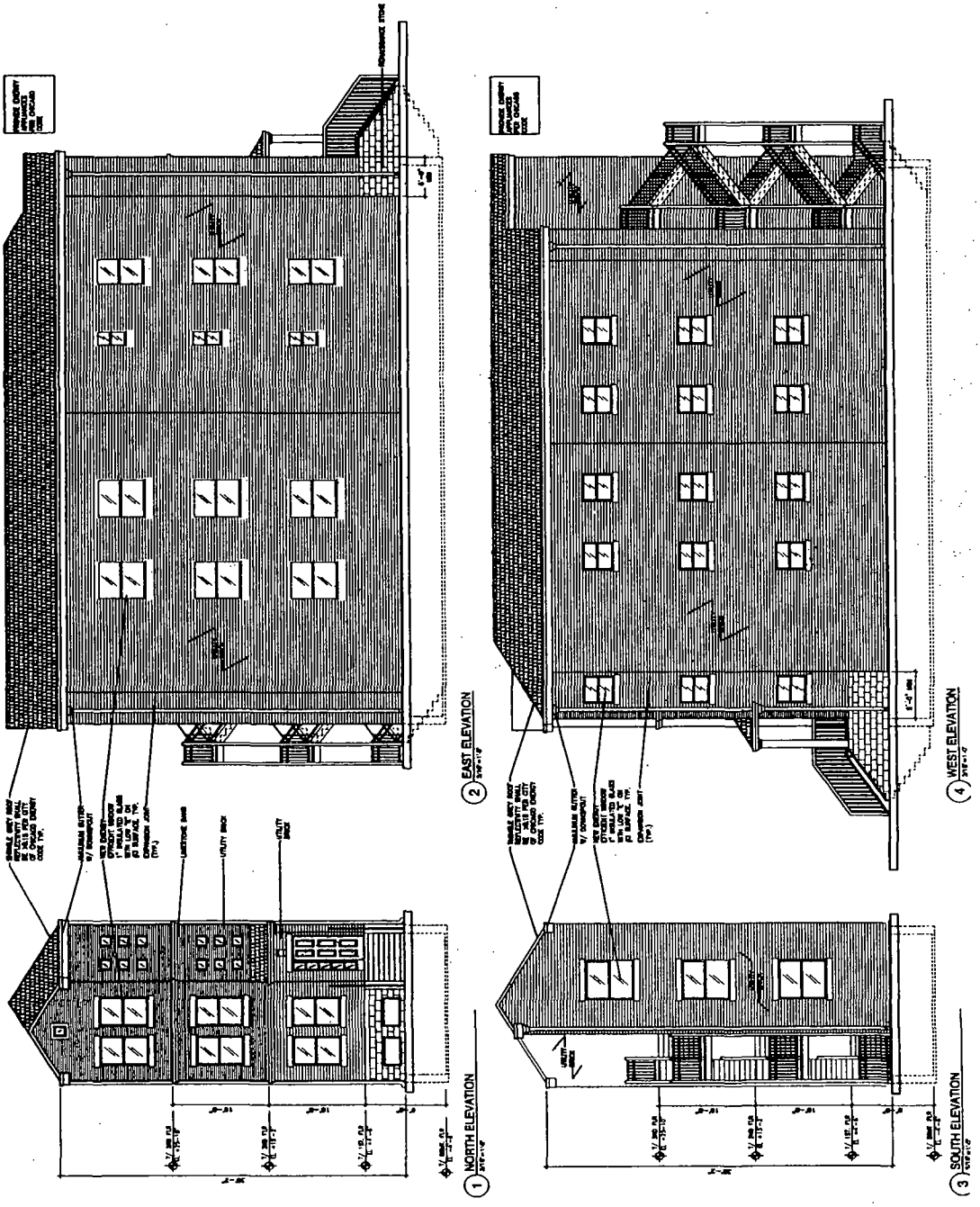
(Sub)Exhibit "C".
(To Agreement With 3 G's Development I L.L.C.
For Sale And Redevelopment Of Land)
(Page 2 of 3)

First, Second And Third Floor Plans.



(Sub)Exhibit "C".
(To Agreement With 3 G's Development I L.L.C.
For Sale And Redevelopment Of Land)
(Page 3 of 3)

North, South, East And West Elevations.



APPROVAL OF SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT WITH CLARETIAN ASSOCIATES, INC. FOR CONSTRUCTION OF AFFORDABLE HOUSING UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing amending a previously executed land sale agreement with Claretian Associates, Inc., 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, The City Council, by ordinance first adopted on June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal* for such date at pages 75201 -- 75212 (the "Restated Program Ordinance"), has established the New Homes For Chicago Program (the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing and authorized the Commissioner ("Commissioner") of the Department of Housing ("D.O.H.") to identify City-owned vacant lots which are appropriate for sale to qualified developers of affordable Homes at a price per lot equal to its fair market value less a discount not to exceed Fifty Thousand and no/100 Dollars ($50,000.00) per lot; and

WHEREAS, Pursuant to ordinance adopted by the City Council of the City (the "City Council") on January 10, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 50400 -- 50406 (the "2001 Project Ordinance"), the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to Claretian Associates, Inc., an Illinois not-for-profit corporation (the "Developer") for construction of homes under the New Homes Program; and

WHEREAS, Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement New Homes For Chicago Program Claretian Associates, Inc.", dated as of July 9, 2002 and recorded in the Recorder's Office of Cook County on July 24, 2002 as Document Number 0020808096 (as amended, the "Redevelopment Agreement") which was subsequently amended by that certain First Amendment to Redevelopment Agreement dated December 4, 2003 and recorded in the Recorder's Office of Cook County on December 5, 2003 as Document Number 0333931058 (the "First Amendment"); and

WHEREAS, Section 4.7 of the Redevelopment Agreement obligated the Developer to complete the construction of all homes by December 31, 2006; and

WHEREAS, To date the Developer has constructed and sold eleven (11) homes; and

WHEREAS, D.O.H. and the Developer would like to extend the completion date in Section 4.7 to permit certain City-owned lots identified in the 2001 Project

Ordinance but not yet conveyed to the Developer (the "Remaining Parcels"), which Remaining Parcels are also identified on Exhibit A to this ordinance, to be conveyed and homes to be constructed on the Remaining Parcels in accordance with the Program, and the completion date with homes to be constructed on any previously conveyed City-owned lots and the home to be constructed on the Developer-owned parcel located at 9128 South Burley Avenue (Permanent Index Number 26-06-406-022) (the "Private Parcel"); and

WHEREAS, D.O.H. also desires to amend the Redevelopment Agreement to incorporate certain terms from the Restated Program Ordinance and modify certain of the Developer's obligations under the Redevelopment Agreement in connection with the conveyance of the Remaining Parcels; and

WHEREAS, In connection with the Developer's construction of the Homes on the Remaining Parcels and the Private Parcel, D.O.H. also desires to make available, in D.O.H.'s sole discretion, a D.D.A. Purchase Price Subsidy (as defined in the Second Amendment, as defined below), and to waive certain fees and charges, as provided for under the Restated Program Ordinance; now, therefore,

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

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The conveyance of the Remaining Parcels to Developer is hereby approved, provided, however that in no instance shall any of the Remaining Parcels be conveyed after June 30, 2009. The construction and sale of homes on any previously conveyed City-owned parcels, on the Remaining Parcels, and the Private Parcel, shall be completed not later than December 31, 2009. The Commissioner of D.O.H. shall also have the right, in the Commissioner's sole discretion, to extend such dates by up to twelve (12) months, in aggregate. Such conveyance and the development of homes on the Remaining Parcels shall be further subject to the terms and conditions set forth in the prior project ordinances recited above, the Restated Program Ordinance and the Second Amendment (as defined below).

SECTION 3. The Commissioner, or a designee of the Commissioner, is authorized to execute a Second Amendment to Redevelopment Agreement in substantially the form of Exhibit B to this ordinance (the "Second Amendment"), and such other documents as may be necessary to effectuate the transaction described herein, subject to the approval of the Corporation Counsel.

SECTION 4. The waiver of the City fees and charges listed on Exhibit C attached hereto with respect to the construction of the Homes on the Remaining Parcels and the Private Parcel is hereby approved.

SECTION 5. D.O.H. may, in D.O.H.'s sole discretion, make available to home buyers of homes on the Remaining Parcels and the Private Parcel, the D.D.A.

Purchase Price Subsidy described in the Restated Program Ordinance, subject to the terms and conditions thereof.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds conveying the Remaining Parcels to the Developer from time to time, subject to the terms and conditions of the Project Ordinance and the Redevelopment Agreement and the Second Amendment, and any covenants, conditions and restrictions set forth therein.

SECTION 7. 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. The provisions of Municipal Code Chapter 2-44-090 shall not apply to the New Homes Program.

SECTION 8. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Remaining Parcels.

(Subject To Final Title Commitments And Survey)

Address	Permanent Index Number
8800 South Buffalo Avenue	26-05-102-023
8802 South Buffalo Avenue	26-05-102-024
8818 South Buffalo Avenue	26-05-102-030
8820 South Buffalo Avenue	26 05-102-031

Address	Permanent Index Number
8822 South Buffalo Avenue	26-05-102-032
8824 South Buffalo Avenue	26-05-102-033
8828 South Buffalo Avenue	26-05-102-034
8830 South Buffalo Avenue	26-05-102-035
8838 South Buffalo Avenue	26-05-102-038
8840 South Buffalo Avenue	26-05-102-039
8842 South Buffalo Avenue	26-05-102-040
8835 South Buffalo Avenue	26-05-103-014
8837 South Buffalo Avenue	26-05-103-015
8943 South Buffalo Avenue	26-05-105-018
8947 South Buffalo Avenue	26-05-105-019
9034 South Buffalo Avenue	26-05-108-031
9036 South Buffalo Avenue	26-05-108-032
9038 South Buffalo Avenue	26-05-108-033
9011 South Burley Avenue	26-05-108-005
9013 South Burley Avenue	26-05-108-006
9027 South Burley Avenue	26-05-108-012
9029 South Burley Avenue	26-05-108-013
9033 South Burley Avenue	26-05-108-014
9128 South Burley Avenue	26-06-406-022
9130 South Burley Avenue	26-06-406-023

Address	Permanent Index Number
9228 South Brandon Avenue	26-06-412-019
9230 South Brandon Avenue	26-06-412-020
8955 South Buffalo Avenue	26-05-105-022
8957 South Buffalo Avenue	26-05-105-023

Exhibit "B".
(To Ordinance)

Second Amendment To Redevelopment Agreement.

This second amendment to redevelopment agreement ("Second Amendment"), dated as of _____, 2006, is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), acting by and through its Department of Housing ("D.O.H.") and Claretian Associates, Inc., an Illinois not-for-profit corporation, having its principal office at 9108 South Brandon Avenue, Chicago, Illinois 60617 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Existing Redevelopment Agreement (as defined below).

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. Pursuant to ordinance adopted by the City Council of the City (the "City Council") on January 10, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 50400 -- 50406, the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to the Developer for construction of homes under the New Homes Program.

C. Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement, New Homes For Chicago Program, Claretian Associates, Inc." dated as of July 9, 2002 and recorded in the Recorder's Office of Cook County on July 24, 2002 as Document Number 0020808096, as amended by the First Amendment to Redevelopment Agreement dated December 4, 2003 and recorded in the Recorder's Office of Cook County on December 5, 2003 as Document Number 0333931058 (collectively, the "Existing Redevelopment Agreement", and, as amended hereby, the "Redevelopment Agreement").

D. Section 4.7 of the Existing Redevelopment Agreement obligated the Developer to complete the construction of all homes by December 31, 2006. To date, the Developer has constructed and sold eleven (11) homes. D.O.H. and the Developer are entering into this Second Amendment to extend the completion date in Section 4.7 to permit the City-owned lots identified on (Sub)Exhibit A to this Second Amendment (the "Remaining Parcels") to be conveyed to the Developer and Single Family Homes or Two-Flat Buildings ("Home(s)")to be constructed on the Remaining Parcels and the Developer-owned parcel located at 9128 South Burley Avenue (the "Private Parcel"). The fair market value of such Remaining Parcels is also set forth on (Sub)Exhibit A.

E. Since the recording of the First Amendment to Redevelopment Agreement, the City Council, by ordinance adopted on April 26, 2006 and published in the *Journal* for such date at pages 75201 -- 75212 (the "Restated Program Ordinance"), has revised and updated the New Homes Program by, among other things, increasing the maximum lot value for City-owned lots, increasing the maximum base purchase price, and making the other changes described in the Restated Program Ordinance.

F. D.O.H. and the Developer also desire to amend the Existing Redevelopment Agreement to incorporate certain terms from the Restated Program Ordinance and to modify certain of the Developer's obligations under the Existing Redevelopment Agreement in connection with the conveyance of the Remaining Parcels.

Now, Therefore, In consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Second Amendment and are incorporated herein by this reference as if fully set forth herein.

Section 2.

Conflict.

In the event of a conflict between the terms of the Existing Redevelopment Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall govern and control.

Section 3.

Amendments To Price Limits.

(a) The references to "Twenty Thousand Dollars ($20,000)" in Recital I and Section 4.5(b)(1) of the Existing Redevelopment Agreement, shall be amended to read "Fifty Thousand Dollars ($50,000)". Such revised limit shall apply to the Remaining Parcels, together with the recapture provisions in Section 8(a) of the Restated Program Ordinance, which recapture provisions shall supersede the recapture provisions in Section 4.5(b)(1) of the Existing Redevelopment Agreement.

(b) The maximum base purchase price for the Single-Family Homes and Two (2) Flat Buildings to be constructed on the Remaining Parcels and the Private Parcel shall be One Hundred Ninety-five Thousand Dollars ($195,000) and Two Hundred Sixty-five Thousand Dollars ($265,000), respectively. Such maximum limits shall supersede any maximum limits in the Existing Redevelopment Agreement.

Section 4.

Incorporation Of Representations And Warranties.

The representations and warranties of the Developer in the Existing Redevelopment Agreement, including, without limitation, in Section II thereof, are incorporated herein by reference as if fully set forth herein as the restated and continuing representations and warranties of the Developer.

Section 5.

Conveyance Of Remaining Parcels.

The conveyance of the Remaining Parcels shall be governed by the provisions in

Section III of the Existing Redevelopment Agreement and such provisions are herein incorporated by reference as if fully set forth herein. In no instance shall any of the Remaining Parcels be conveyed after June 30, 2009. The construction and sale of all Homes on the Remaining Parcels, and on any previously-conveyed City-owned lots, and on the Private Parcel shall be completed not later than December 31, 2009. Both such outside dates are subject to extension for the occurrence of any Permitted Delay described in Section 6.2 of the Redevelopment Agreement. The Commissioner of D.O.H. shall also have the right, in the Commissioner's sole discretion, to extend such dates by up to twelve (12) months, in aggregate.

Section 6.

Construction Of The Project.

The construction of Homes on the Remaining Parcels and on the Private Parcel shall be governed by the provisions of Section IV of the Existing Redevelopment Agreement, and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the following modifications. In lieu of the completion deadlines set forth in Section 4.1 and Section 4.7 of the Existing Redevelopment Agreement, the Developer shall, subject to the occurrence of Permitted Delays described in Section 6.2 of the Redevelopment Agreement, diligently complete the Project by the dates set forth in Section 5 of this Second Amendment. (Sub)Exhibit F to the Existing Redevelopment Agreement is hereby amended and replaced by (Sub)Exhibit B to this Second Amendment, which sets forth the revised construction schedule for the Project.

In connection with the sale of the Remaining Parcels and the construction of Homes thereon and on the Private Parcel: (a) the applicable provisions of the Restated Program Ordinance shall apply and supersede Section 4.5(b)(I) of the Existing Redevelopment Agreement; (b) the City shall continue to make available the Development Subsidy (redefined in the Restated Program Ordinance as the "Purchase Price Subsidy") described in Section 4.5(b)(2) of the Existing Redevelopment Agreement, but such Development Subsidy shall remain fixed at a maximum of Five Hundred Ten Thousand Dollars ($510,000), as provided for under the Existing Redevelopment Agreement and shall be disbursed as a purchase price subsidy to homebuyers as described therein; (c) the Purchase Price Subsidy described in Section 4.5(b)(3) of the Existing Redevelopment Agreement shall continue to be made available, and shall, if funded, continue to count towards the maximum Development Subsidy limit described above; (d) the City shall continue to make available the HOME Purchase Price Subsidy described in Section 4.5(b)(4) of the Existing Redevelopment Agreement; (e) the E.Z./E.C. Purchase Price Subsidy described in Section 4.5(b)(5) of the Existing Redevelopment Agreement shall not be made available; and (f) the E.D.I. Subsidy described in Section 4.5(b)(6) of the Existing Redevelopment Agreement shall not be made available. Upon the

Developer's written request, D.O.H., in its sole discretion, may also elect to make available with respect to the Remaining Parcels and on the Private Parcel the DDA Purchase Price Subsidy described in Section 7(e) of the Restated Program Ordinance.

Section 7.

Program Covenants.

The New Homes Program covenant provisions set forth in Section V of the Existing Redevelopment Agreement shall apply to the construction of Homes on the Remaining Parcels and the Private Parcel and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the following modifications, all of which make provisions of the Restated Program Ordinance applicable to the Project:

(a) Developer shall advise each homebuyer who executes a purchase contract for a Home on a Remaining Parcel or the Private Parcel that such homebuyer shall be required to execute and record at the time of the homebuyer' s closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit C to this Second Amendment, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence and shall secure all amounts described in the Existing Redevelopment Agreement as modified by this Second Amendment as being subject to recapture or repayment.

(b) Homebuyers who execute a purchase contract for a Home on a Remaining Parcel and on the Private Parcel may be charged the maximum base purchase price permitted under this Second Amendment. Consistent with the Restated Program Ordinance, the rental restrictions in Section 5.5 of the Existing Redevelopment Agreement shall not apply to the rental units in Two (2) Flat Buildings.

Section 8.

Performance.

The general performance provisions of Section VI of the Existing Redevelopment Agreement shall continue to apply to the construction of Homes on the Remaining

Parcels and the Private Parcel and such provisions are herein incorporated by reference as if fully set forth herein.

Section 9.

Developer's Employment Obligations.

The Developer's Performance Obligations under Section VII of the Existing Redevelopment Agreement shall continue to apply to the construction of the Homes on the Remaining Parcels and on the Private Parcel and such provisions are herein incorporated by reference as if fully set forth herein, except that M.B.E./W.B.E. testing under Section 7.3 shall be based on a twenty-four percent (24%) M.B.E. participation requirement and a four percent (4%) W.B.E. participation requirement.

Section 10.

Miscellaneous Provisions.

The Miscellaneous Provisions of Section VIII of the Existing Redevelopment Agreement shall continue to apply to the construction of Homes on the Remaining Parcels and on the Private Parcel and such provisions are herein incorporated by reference as if fully set forth herein, except that notices to the Corporation Counsel under Section 8.8 of the Redevelopment Agreement shall be sent to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land-Use Division

Section 11.

Business Relationships.

Developer Acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands

that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2- 156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Second Amendment, 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 Second Amendment, shall be grounds for termination of the Redevelopment Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Redevelopment Agreement or the transactions contemplated hereby.

Section 12.

Patriot Act Certification.

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

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

Section 13.

Prohibition On Certain Contributions -- Mayoral Executive Order 05-01.

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

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached Developer or the date Developer approached the City, as applicable, regarding the Existing Redevelopment Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under the Redevelopment Agreement, and under any Other Contract for which no

opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the Redevelopment Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Second Amendment, the City may elect to decline to close the transaction contemplated by this Second Amendment.

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

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

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

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

(B) neither party is married; and

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

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

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

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

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

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

Section 14.

Waste Sections.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections ofthe Municipal Code of Chicago (collectively, the "Waste Sections"):

7-28-390 -- Dumping on public way;

7-28-440 -- Dumping on real estate without permit;

11-4-1410 -- Disposal in waters prohibited;

11-4-1420 -- Ballast tank, bilge tank or other discharge;

11-4-1450 -- Gas manufacturing residue;

11-4-1500 -- Treatment and disposal of solid or liquid waste;

11-4-1530 -- Compliance with rules and regulations required;

11-4-1550 -- Operational requirements; and

11-4-1560 -- Screening requirements.

During the period while this Agreement is executory, Developer, Developer's general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developer's eligibility for future contract awards.

Section 15.

D.D.A. Purchase Price Subsidy.

D.O.H. has determined that the area in which the Homes are to be built is a difficult to develop area due to adverse topographical conditions, such as for example, lots below sidewalk level. As a result, the Developer may request that the City provide homebuyers purchasing a Home on one of the Remaining Parcels and on the Private Parcel, including market rate Homes, with a homebuyer assistance subsidy in an amount not to exceed Twenty Thousand Dollars ($20,000) (a "D.D.A. Purchase Price Subsidy"). Such D.D.A. Purchase Price Subsidy shall be funded by funds on deposit in the Affordable Housing Opportunity Fund or other legally available funds, as determined by D.O.H.

The City Junior Mortgage executed by Homebuyers who receive a D.D.A. Purchase Price Subsidy (including homebuyers of market rate Homes who receive such a subsidy) shall, also secure the repayment of such amount, provided that such recapture amount shall decline by twenty-five percent (25%) on each anniversary of the Purchase Date and, after the fourth (4th) anniversary date, shall be zero.

In Witness Whereof, The parties hereto have executed or caused this Second Amendment to be executed as of the date first written above.

City of Chicago, acting by and through
its Department of Housing

By: _____
John Markowski,
Commissioner

Claretian Associates, Inc. an Illinois
not-for-profit corporation

By: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John Markowski, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

_____
Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Claretian Associates, Inc., an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such he signed and delivered the said instrument, pursuant to authority given by the bylaws and board of such corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

_____
Notary Public

[Seal]

[(Sub)Exhibits "A" and "B" referred to in this Second Amendment to Redevelopment Agreement with Claretian Associates, Inc. unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

Fee Waivers.
(New Homes For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit

of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars ($100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and

alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 1322 SOUTH PULASKI ROAD TO WORK OF HIS HANDS MINISTRIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing a repeal of a land sale at 1322 South Pulaski Road to Work of His Hands Ministries, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Planning and Development (the "Department") of the City of Chicago ("City") has previously sought to enter into a negotiated sale with Work of His Hands Ministries, an Illinois not-for-profit corporation, 1318 South Pulaski Road, Chicago, Illinois (the "Purchaser") for the vacant parcel of property commonly known as 1322 South Pulaski Road, Chicago Illinois, and identified by Permanent Index Number 16-22-215-029 (the "Parcel"); and

WHEREAS, By ordinance adopted by the City Council of the City of Chicago on November 30, 2005 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 62340 through 62342, the City Council approved the sale of the Parcel to the Purchaser; and

WHEREAS, The Department has determined not to proceed with the sale of the Parcel to the Purchaser; now, therefore,

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

SECTION 1. The aforesaid ordinance authorizing the sale of the Parcel to the Purchaser is hereby repealed in its entirety.

SECTION 2. The Department is hereby authorized to re-offer the Parcel for sale in accordance with its standard procedures.

SECTION 3. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR ACQUISITION OF PROPERTIES ON PORTIONS OF WEST CORTLAND STREET FOR BENEFIT OF FULLERTON/MILWAUKEE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property located at 2506 West Cortland Street, 2512 West Cortland Street, 2514 West Cortland Street, 2516 West Cortland Street, 2518 West Cortland Street and 2520 West Cortland Street, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on February 16, 2000 and published at pages 25063 -- 25162 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, a certain redevelopment plan and project (as amended, the "Plan") for the Fullerton/Milwaukee Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25161 and 25163 -- 25184 of the *Journal* of such date, the Area was designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25183 and 25185 -- 25205 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Pursuant to the subsequent ordinance adopted by the City Council on May 11, 2005 and published at pages 47331 -- 47471 of the *Journal* of such date, the Plan was amended and the boundaries of the Area were expanded to include certain additional parcels of real property (such added parcels, the "Amendment Area", and the Area, as so amended, the "Amended Area"), including, among other parcels, the real property described on Exhibit A to this ordinance (the "Acquisition Parcels"); and

WHEREAS, Pursuant to such subsequent ordinance, the Amendment Area was also found to qualify as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Amended Area; and

WHEREAS, It is necessary to acquire the Acquisition Parcels in order to achieve the goals, objectives and strategies of the Plan, which include, among other things: reducing or eliminating those conditions which qualify the Amended Area as a conservation area; improving the quality of life by reducing incidences of physical deterioration and obsolescence within the Amended Area; creating an environment that will enhance or improve the health, safety and general welfare of the City and that will stimulate private investment; encouraging land uses that strengthen the function and appeal of the Project Area for a wide range of uses, including residential uses; assembling sites which are conducive to modern development; and assembling and preparing property necessary to attract new investment; and

WHEREAS, By Resolution Number 06-CDC-89, adopted by the Community Development Commission of the City of Chicago ("Commission") on September 26, 2006, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS; The City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code; and

WHEREAS, The City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2000 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, The City Council further finds that prior to April 15, 2006, the Plan included an estimated total of Ten Million Dollars ($10,000,000) in property assembly costs as budget line items in Table P-2 to the Plan, as amended, and also described property assembly as a part of the redevelopment project for the Area, including in Section IV (Objectives), Section IV (Strategies), Section VI (Eligible Redevelopment Project Costs), and Section VI (Property Assembly) of the Plan, as amended; and

WHEREAS, The City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the City of Chicago to acquire the Acquisition Parcels for the public use and public purpose of furthering the goals, objectives and strategies of the Plan, and D.P.D. is hereby authorized to acquire and accept such Acquisition Parcels on the City's behalf.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) of an Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcel on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of an Acquisition Parcel on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel under the City's power of eminent domain. Such acquisition efforts shall commence with respect to the Acquisition Parcel within ten (10) years of the date of the publication of this ordinance as to the Acquisition Parcels, which are vacant parcels. Commencement shall be deemed to have occurred within such period upon the City's delivery of an offer letter to the owner(s) of the Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such further documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Acquisition Parcels.

(Subject To Final Survey And Title Commitment)

Address	Permanent Index Number
2506 West Cortland Street	13-36-407-039
2512 West Cortland Street	13-36-407-038

Address	Permanent Index Number
2514 West Cortland Street	13-36-407-037
2516 West Cortland Street	13-36-407-036
2518 West Cortland Street	13-36-407-035
2520 West Cortland Street	13-36-407-034

AUTHORIZATION FOR ACQUISITION OF PROPERTIES ON PORTIONS OF NORTH MILWAUKEE AVENUE AND WEST DIVERSEY AVENUE FOR BENEFIT OF FULLERTON/MILWAUKEE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property located at 2800 -- 2802 North Milwaukee Avenue, 2812 North Milwaukee Avenue and 3416 West Diversey Avenue, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on February 16, 2000 and published at pages 25063 -- 25162 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, a certain redevelopment plan and project (as amended, the "Plan") for the Fullerton/Milwaukee Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25161 and 25163 -- 25184 of the *Journal* of such date, the Area was designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25183 and 25185 -- 25205 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Pursuant to the subsequent ordinance adopted by the City Council on May 11, 2005 and published at pages 47331 -- 47471 of the *Journal* of such date, the Plan was amended and the boundaries of the Area were expanded to include certain additional parcels of real property (such added parcels, the "Amendment

Area", and the Area, as so amended, the "Amended Area"), including, among other parcels, the real property described on Exhibit A to this ordinance (the "Acquisition Parcels"); and

WHEREAS, Pursuant to such subsequent ordinance, the Amendment Area was also found to qualify as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Amended Area; and

WHEREAS, It is necessary to acquire the Acquisition Parcels in order to achieve the goals, objectives and strategies of the Plan, which include, among other things: reducing or eliminating those conditions which qualify the Amended Area as a conservation area; improving the quality of life by reducing incidences of physical deterioration and obsolescence within the Amended Area; creating an environment that will enhance or improve the health, safety and general welfare of the City and that will stimulate private investment; assembling sites which are conducive to modern development; and rehabilitating, where appropriate, existing structures; and

WHEREAS, By Resolution Number 06-CDC-90, adopted by the Community Development Commission of the City of Chicago ("Commission") on September 26, 2006, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, The City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code; and

WHEREAS, The City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2000 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, The City Council further finds that prior to April 15, 2006, the Plan included an estimated total or Ten Million Dollars ($10,000,000) in property assembly costs as budget line items in Table P-2 to the Plan, as amended, and also described property assembly as a part of the redevelopment project for the Area, including in Section IV (Objectives), Section IV (Strategies), Section VI (Eligible Redevelopment Project Costs), and Section VI (Property Assembly) of the Plan, as amended; and

WHEREAS, The City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the City of Chicago to acquire the Acquisition Parcels for the public use and public purpose of furthering the goals, objectives and strategies of the Plan, and D.P.D. is hereby authorized to acquire and accept such Acquisition Parcels on the City's behalf.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) of an Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcel on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of an Acquisition Parcel on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel under the City's power of eminent domain. Such acquisition efforts shall commence with respect to the Acquisition Parcel within four (4) years of the date of the publication of this ordinance as to the Acquisition Parcels, which are improved parcels. Commencement shall be deemed to have occurred within such period upon the City's delivery of an offer letter to the owner(s) of the Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such further documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Acquisition Parcels.

(Subject To Final Survey And Title Commitment)

Address	Permanent Index Number
2800 -- 2802 North Milwaukee Avenue	13-26-225-016-0000
2812 North Milwaukee Avenue	13-26-225-015-0000
3416 West Diversey Avenue	13-26-225-015-0000

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 35.1 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF WEST IRVING PARK ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration

an ordinance introduced by Alderman Rey Colon (which was referred on November 15, 2006) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (35.1), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on December 12, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023(35.1).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF APPLICATION, ISSUANCE AND REVOCATION PROCEDURES FOR ALCOHOLIC LIQUOR LICENSES.

The Committee on License and Consumer Protection submitted the following report which was, on motion of Alderman Stone and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Mayor Daley at the request of the Director of the Mayor's License Commission, Alderman Gene Schulter and others (which was referred on May 11, 2005), to amend Chapter 4-60 of the Municipal Code of Chicago pertaining to deleterious impact and public nuisance in relation to liquor license applicants and existing liquor licenses, begs leave to recommend that Your Honorable Body pass the substitute ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on December 12, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

The following is said proposed substitute ordinance, as amended, transmitted with the foregoing committee report:

WHEREAS, Some licensed liquor establishments may cause an adverse impact on the surrounding community that should be taken into account when acting upon applications for such licenses and similarly, some licensed liquor establishments may cause a public nuisance that should be taken into account when determining whether to suspend or revoke such licenses; and

WHEREAS, The Illinois General Assembly has twice enacted legislation enabling voters to prohibit the sale of alcoholic beverages at a particular location in order to empower communities to address the problems sometimes created by establishments that serve liquor, but the legislation has been invalidated by the federal courts, which have ruled that a licensee must receive some type of hearing before it can be closed in this fashion; and

WHEREAS, Providing communities with a mechanism to prohibit the sale of alcoholic beverages at locations where it causes a public nuisance affecting the surrounding community will usefully empower communities to control their own destinies and provide licensees with an appropriate incentive to operate their businesses with sensitivity to the interests of the surrounding community; now, therefore,

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

SECTION 1. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored as follows:

4-60-010 Definitions.

Whenever the following words and phrases are used in this chapter, they shall have the meanings respectively ascribed to them in this section:

"Alcoholic liquor" means and includes alcohol, spirits, wine and beer.

"Caterer" includes a person who holds or is required to obtain a caterer's liquor license pursuant to this chapter, as well as an outside caterer.

"Caterer's liquor license" means a city retailer's license for the sale of alcoholic liquor to be dispensed as part of an off-site catering business.

"City retailer's license for the sale of alcoholic liquor" or "city liquor dealer's license" or "city retailer's license" or "liquor license" means each liquor license category or classification described in this chapter unless otherwise expressly provided.

"Club" means a corporation organized under the laws of the state of Illinois, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors; which has been in active and continuous existence for at least three years and having a membership roll of more than 50 members with dues paid to date; kept, used and maintained by its members through the payment of annual dues and owning or leasing a building or space in a building for the use of its members and provided with a suitable and adequate kitchen and dining room for cooking, preparing and serving meals

for its members and their guests; and operated solely for objects of national or state-wide social, patriotic, recreational, benevolent or like purpose.

"Consumption on premises -- incidental activity license" means a city license for the retail sale of alcoholic liquor for consumption on the premises at a place of business where the sale of alcoholic liquor is incidental or secondary to the primary activity of such place of business.

Places of business within this license classification include, but are not limited to, restaurants, hotels, theaters providing live stage performances and bowling alleys. The holder of a consumption on premises -- incidental activity license may sell package goods in the licensed premises if such sales are incidental or secondary to the primary activity of such business.

"Deleterious impact" means an adverse effect on the value of any property, an increased risk of violations of law, or a risk of a substantial increase in noise, litter or vehicular congestion.

"Employee" means any agent, manager, clerk, entertainer, barkeeper, host, hostess, waiter, waitress or other such person employed by the licensed establishment, or any person hired or employed on a contractual basis by such establishment, or receiving any remuneration for services in such an establishment.

"Expanded establishment amended liquor license" means a city license issued pursuant to Section 4-60-110(c).

"Lakefront venue license" means a license issued for the sale at retail of alcoholic liquor at a location approved by the Chicago Park District other than exclusively within an enclosed, permanent structure having a tavern license or consumption on premises -- incidental activity license.

"Late-hour license" means an additional privilege to remain open and permit the sale of alcoholic liquor for an extended period until 4:00 A.M. on Mondays through Saturdays and until 5:00 A.M. on Sundays, subject to the provisions governing a late-hour license.

"Legal voter" means a person who is determined by the department of business affairs and licensing to be duly registered to vote in the City of Chicago and, at the relevant time, a resident of the address in Chicago at which he or she is registered; provided that, for the purpose of providing notice under Section 4-60-050, "legal voter" means a person who has registered to vote and whose name appears on ~~the last available quarterly~~ a poll list compiled by the ~~State~~ Chicago Board of Election~~s~~ Commissioners since the last preceding election regardless of whether primary, general or special.

* * * * *

(The remainder of this section is not amended by this ordinance and is omitted for editorial convenience.)

4-60-040 License -- Application And Issuance Procedures.

(a) An application for a city retailer's license for the sale of alcoholic liquor shall be made in conformity with the provisions of this chapter and the general requirements of Chapter 4-4 relating to applications for licenses. The director of business affairs and licensing shall assist the mayor in the exercise of the powers and the performance of the duties of the local liquor control commissioner, for such action as the local liquor control commissioner may see fit to take pursuant to law.

(Subsections (b) through (g) of this section are not amended by this ordinance and are omitted for editorial convenience.)

(h) The local liquor control commissioner shall review the application materials and any written objections to the granting of the license. The review period for every type of license shall be no fewer than 45 days and no longer than 90 days after the date the license fee is paid, except that there shall be no time limit on review of an application for a late-hour license or for issuance of a license within an area described in Section 4-60-022 or Section 4-60-023. Notwithstanding the foregoing, there shall be no minimum time for review of an application for a license for a premises located within either O'Hare International Airport or Midway Airport. The local liquor control commissioner shall deny an application if the applicant fails to satisfy the requirements of this chapter, and may deny an application for a city liquor dealer's license if the issuance of such license would tend to create a law enforcement problem, result in or add to an undue concentration of licenses, or have a deleterious impact on the health, safety or welfare of the community in which the licensed premises is to be located. A deleterious impact is presumed to exist whenever there have been a substantial number of arrests within 500 feet of the applicant's premises (measured from the nearest exterior wall of the premises) within the previous two years, unless the applicant has adopted a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact. ~~Notwithstanding the foregoing, there shall be no minimum time for review of an application for a license for a premises located within either O'Hare International Airport or Midway Airport.~~

If the applicant is seeking a liquor license for a premises and the local liquor control commissioner finds that, for the subject premises identified in the application within the previous two years, a license application has been denied under this subsection (h) because the local liquor control commissioner has determined that issuance of the license would have a deleterious impact on the health, safety or welfare of the community, the application must be denied unless the applicant can prove by clear and convincing evidence that he or she has devised a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact. In any case in which the local liquor control commissioner finds that an application must be denied under this paragraph, he or she shall notify the applicant of that finding, and afford the applicant 20 days in which to submit a plan of operation, and the time for a final ruling on the application shall be staved until 35 days after the period in which the plan may be submitted has expired. The plan may include conditions upon the applicant's operation of the premises that are useful or necessary to mitigate a deleterious impact, including but not limited to providing security personnel, restricted hours of operation, providing outdoor lighting, the display of signs, providing trash pickup services, or any other reasonable restrictions on business practices. An applicant's failure to adhere to a written plan of operation approved by the commissioner pursuant to this section shall constitute a basis to impose a fine and to suspend or revoke any liquor license subsequently issued, as appropriate. Nothing in this subsection (h) authorizes the issuance of a license when such issuance is prohibited under Section 4-60-180.

(Subsections (i) through (k) of this section are not amended by this ordinance and are omitted for editorial convenience.)

4-60-142 Responsibilities Of Licensee.

A licensee is responsible to the community surrounding the licensed premises. A city liquor dealer's license issued or renewed after the effective date of this section shall be subject to suspension or revocation if the licensee's business becomes or creates a nuisance under this section or if it causes a public nuisance under Section 4-60-195. A licensed business is or creates a nuisance under this section if within any consecutive 12 months not less than five separate incidents occur on the licensed premises or on adjacent property, while the business establishment is open for business or within one hour of the time the establishment is opened or closed for business, involving acts that violate any federal or state law defining a felony, or any federal or state law or municipal ordinance regulating narcotics, controlled substances or weapons. It is not a defense to a charge of violating this section that the licensee or the licensee's employees or agents were not personally involved in the commission of the illegal acts. For purposes of this section, the term "adjacent property" shall have the same meaning set forth in Section 4-60-190(c).

4-60-180 License Revocation -- One Year Wait For New License.

(a) Except as provided in subsection (b), when any ~~licenced~~ license issued pursuant to this chapter shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for conducting the business of selling alcoholic liquor in the premises described in such revoked license unless the revocation order was entered as to the licensee only.

(b) When any license issued pursuant to this chapter shall have been revoked under Section 4-60-195 for causing a public nuisance, no license shall be granted to any person for the period of two years thereafter for conducting the business of selling alcoholic liquor in the premises described in such revoked license, provided that such two year period may be reduced to no less than one year if the local liquor control commission determines that such a reduction will not cause a public nuisance. If a petition requesting such a reduction, signed by a majority of the legal voters residing within 500 feet (measured from the nearest exterior walls of each applicable building) of the premises, has been filed with the local liquor control commissioner, the reduction shall be presumed not to create a public nuisance.

4-60-181 Revocation Order Not Stayed By Appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years; or (e) the revocation is for violations of this code or the rules and regulations of the City of Chicago Board of Health related to health and sanitation in a food establishment; or (f) the revocation is ordered pursuant to Section 4-60-195 because the premises caused a public nuisance. For purposes of subsection (d) of this section, "discipline" means revocation, suspension or a voluntary closing in lieu of suspension. In the event that a revocation order contains a finding described in subsection (a), (b), (c), (d), ~~or~~ (e) or (f) of this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

4-60-190 Complaint Procedure.

(a) Any resident of the City of Chicago shall have the right to file a complaint with the local liquor control commissioner stating that a liquor licensee has been

or is violating the provisions of this chapter. The complaint shall be in writing in the form prescribed by the local liquor control commissioner and shall be signed and sworn to by the person or persons making the complaint. The complaint shall state the provisions believed to have been violated and the facts in detail upon which belief is based. If the local liquor control commissioner is satisfied that the complaint substantially charges a violation and that from the facts alleged there is reasonable cause for such belief, he shall set the matter for hearing and shall serve notice upon the licensee of the time and place of such hearing and of the particular charge or charges in the complaint.

(b) Every liquor licensee has a duty to take reasonable steps to correct objectionable conditions occurring on the licensed premises and on property adjacent thereto while the establishment is open for business and within one hour or less of the time the establishment is opened or closed for business. A licensee's failure to satisfy this duty shall be deemed to be a public nuisance. Any group of five or more residents who reside within 500 feet of a licensed premises (measured from the nearest exterior walls of each applicable building) may file with the local liquor control commissioner a complaint that a licensee's business is a public nuisance because the licensee has failed to take reasonable steps to correct objectionable conditions occurring on the licensed premises or adjacent property while the establishment is open for business and within one hour or less of the time the establishment is open or closed for business. ~~or that the patrons of the business create a nuisance in the area surrounding the licensed promises~~. The local liquor commissioner may notify the licensee to appear before the commissioner, in the presence of the complaining persons, to define, discuss and seek resolution of problems giving rise to the complaint. The commissioner may also order subsequent meetings to review progress toward resolution of the problems. Failure of a licensee to appear in response to a notice or to attend subsequent meetings as ordered by the commissioner, shall be grounds for the imposition of a fine and for the suspension or revocation of the licensee's license.

Meetings under this subsection may also be convened at the request of the local liquor control commissioner or the alderman of the ward in which the premises are located based upon his or her reasonable belief that the sale of liquor at the particular location is a public nuisance. Notice of a meeting scheduled under this section shall be given to the alderman of the ward in which the licensed premises are located.

(c) For purposes of this section and Section 4-60-195:

(1) "Adjacent property" means:

(A) any private property that is owned, leased or rented by the licensee and that is located next to the business premises;

(B) any public way located next to the business premises; or

(C) any private property which is owned, leased or rented by the licensee which is located next to such portion of the public way described in paragraph (B) of this definition. For the purposes of this definition. the term "public way" has the meaning ascribed to the term in Section 1-4-090 of this code.

(2) "Objectionable conditions" include but are not limited to disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, or excessive loud noise.

(3) "Reasonable steps" includes, but is not limited to, the following:

(A) Calling the police department. Timely calls to the police department via "911" that are placed by the licensee, or his or her agents or employees, shall not, in and of themselves, be construed by the local liquor control commissioner as evidence of objectionable conditions that constitute a nuisance.

(B) Directing those persons engaging in activities causing objectionable conditions to cease those activities, unless the licensee, or his or her agents or employees, reasonably believe that their personal safety would be threatened in making that such direction. Directions of this nature may be provided orally or in writing.

(C) Making good faith efforts to remove items that facilitate loitering, such as furniture.

(D) Attending C.A.P.S. meetings, beat meetings or other similar city-sponsored informative meetings and educational opportunities to improve the awareness of the licensee and its employees of problems related to the operation of the business and to promote remediation of such objectionable conditions.

(4) When determining what constitutes "reasonable steps", the local liquor control commissioner shall consider site configuration constraints and other factors related to the unique circumstances of the nature of the business as well as the frequency of complaints of objectionable conditions and the manner in which the licensee has sought to address such conditions.

4-60-195 Public Nuisance.

Whenever any of the complaint procedures described in subsection (b) of Section 4-60-190 have been initiated against a business licensed under this chapter, and at least 50 legal voters reside at locations within 500 feet (measured

from the nearest exterior walls of each applicable building) of the premises of that business, any of those legal voters may file a petition with the local liquor control commission: (i) stating that, in the opinion of the signatories, the complaint procedures initiated pursuant to subsection (b) of Section 4-60-190 have not resulted in a successful outcome and the sale of liquor at the licensee's place of business is a public nuisance because a licensee has failed to take reasonable steps to correct objectionable conditions occurring on the licensed premises or on adjacent property while the premise is open for business and within one hour of the time the establishment is opened or closed for business; and (ii) requesting that the liquor license at the premises be suspended or revoked. The petition shall set forth specific allegations why the premises has caused a public nuisance and shall describe the complaint procedures that have been initiated under subsection (b) of Section 4-60-190 and the results of such procedures. The signatures appearing on the petition shall be obtained no more than 60 days prior to the filing of the petition. If such a petition containing the signatures of a majority of the legal voters residing within 500 feet (measured from the nearest exterior walls of each applicable building) of the premises named in the petition is filed, a hearing shall be scheduled on the question of whether the license shall be suspended or revoked. Notice of the hearing shall be given to the licensee and all signatories to the petition by first class mail. If there are not at least 50 legal voters residing at locations within 500 feet (measured from the nearest exterior walls of each applicable building) of a premises holding a license issued pursuant to this chapter, a hearing may be convened at the request of the local liquor control commissioner based upon his or her reasonable belief that the sale of liquor at the particular location has caused a public nuisance. Notice of a hearing scheduled under this section shall be given to the alderman of the ward in which the licensed premises is located. No hearing pursuant to this section shall be convened if no legal voters reside at a location within 500 feet (measured from the nearest exterior walls of each applicable building) of the licensed premises.

The hearing shall be held before a hearing officer designated by the mayor in accordance with Section 4-4-280. If the hearing has been convened on petition, all signatories to the petition shall have the right to testify. At the conclusion of the hearing, if the hearing officer finds by a preponderance of the evidence that the licensee's sale of liquor at the licensed premises is a public nuisance because a licensee has failed to take reasonable steps to correct objectionable conditions on the licensed premises or on adjacent property during business hours and within one hour before and one hour after such business hours, the local liquor control commissioner shall enter an order suspending or revoking the license.

Notwithstanding any other provision of this section, if a licensee has provided satisfactory proof to the local liquor control commissioner that the licensee has devised a plan of operation that will provide reasonable assurance that operation of the business at which liquor is sold will not cause a public nuisance the local liquor control commissioner may suspend the effectiveness of the suspension or

revocation order for a period of six months while that plan is in effect. Such a plan must be submitted within 20 days after a suspension or revocation order is issued under this section, and such an order shall be stayed for 35 days from the date the plan is submitted. If no plan is submitted within 20 days after the issuance of a suspension or revocation order under this section, or if the local liquor control commissioner rejects the plan, the suspension or revocation order shall become final. If the local liquor control commissioner approves the plan, he or she shall continue the hearing to a specified date prior to the expiration of the six month period. The plan may include conditions upon the licensee's operation of the premises that are useful or necessary to mitigate a public nuisance including but not limited to: providing security personnel, restricted hours of operation, providing outdoor lighting, the display of signs, providing trash pickup services, or any other reasonable restrictions on business practices. After a continued hearing at which interested persons shall have the opportunity to be heard the local liquor control commissioner may: (1) reimpose the suspension or revocation order if the local liquor control commissioner determines that the licensee has failed to adhere to the written plan of operation; (2) order the modification of the plan of operation including the addition or removal of conditions on the operation of the premises; (3) vacate the suspension or revocation order if the local liquor control commissioner determines that the order is no longer necessary to prevent a public nuisance; and or (4) continue the hearing for an additional six months, during which the effectiveness of the suspension or revocation order may continue to be suspended pending further evaluation of the licensee's efforts to correct objectionable conditions.

Any order issued under this section other than a final order imposing a suspension or revocation or vacating such sanction, shall not be considered a final order.

SECTION 2. This ordinance shall be effective sixty (60) days after passage and approval.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION FOR CONDUCT OF VARIOUS CITY-SPONSORED SPECIAL EVENTS DURING YEAR 2007 AND AMENDMENT OF YEAR 2006 SPECIAL EVENTS ORDINANCE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration the Mayoral introduction to transmit an ordinance authorizing Special Events for 2007 and amending the 2006 Special Events ordinance. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed Mayoral introduction which was transmitted herewith on December 11, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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 as defined in Section 6(a), Article VII 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 through the Mayor's Office of Special Events ("M.O.S.E."), sponsors and conducts unparalleled and world renowned festivals and cultural and entertainment events as further described by this ordinance (collectively, "Events"), throughout the City's streets, parks and neighborhoods; and

WHEREAS, The Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; now, therefore,

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

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth here.

SECTION 2. M.O.S.E. is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance.

SECTION 3. Those revenues that the Events may generate in 2007 in excess of revenues that may have been appropriated in the 2007 Annual Appropriation Ordinance, must be deposited into Fund Number 356 and are subject to appropriation. All agreements authorized in this ordinance must be made subject to the availability of funds.

SECTION 4. M.O.S.E. is authorized to operate concessions at the Events, selling items of interest to the public.

SECTION 5. In conjunction with Taste of Chicago, M.O.S.E. is authorized to conduct a race to be called Race to Taste (the "Race"). M.O.S.E. is authorized to impose an application fee of up to Thirty and no/100 Dollars ($30.00) on all participants in the Race. Any balance remaining from the application fees after payment of the costs of the Race must be applied to the costs incurred by the City with respect to various other Events.

SECTION 6. M.O.S.E. is authorized to impose an application fee of up to Eighty and no/100 Dollars ($80.00) on all teams in the Holiday Sports Festival. Any balance remaining from the application fees after payments of the costs of the Holiday Sports Festival must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. M.O.S.E. is authorized to impose a registration fee of up to Ten and no/100 Dollars ($10.00) per registration on persons participating in certain tours conducted in conjunction with Great Chicago Places and Spaces Architecture Celebration. Any balance remaining from the registration fees after payments of the costs of the Great Chicago Places and Spaces Architecture Celebration must be applied to the costs incurred by the City with respect to various other Events.

SECTION 8. M.O.S.E. is required to impose a service charge of One and 50/100 Dollars ($1.50) on the purchase of each strip, sheet or other group of eleven (11) coupons redeemable for food and beverage at Taste of Chicago, Chicago Blues Festival, Chicago Jazz Festival, and Celtic Fest Chicago to cover the City's costs for these events, which include, without limitation: security; entertainment, programming, production and marketing; maintenance operation; restroom facilities; inclusion of dining areas and picnic tables; and public relations efforts regionally, nationally and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 9. On behalf of the City, M.O.S.E. is required to donate the amount of one percent (1%) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Executive Director of M.O.S.E. (the "Executive Director") in consultation with the Commissioner of the Department of Human Services and the Mayor's Office of Workforce Development.

SECTION 10. M.O.S.E. is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports banners, posters and related memorabilia. Any balance remaining after applying the proceeds to the costs of the sales may be used to donate to not-for-profit organizations devoted to the relief of malnutrition in the City designated by the Executive Director in consultation with the Commissioner of the Department of Human Services and to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 11. The Executive Director is authorized, after evaluation of qualifications and proposals submitted in response to publicly advertised requests for proposals ("R.F.P."), or, in the case of food vendors, in response to an R.F.P. or some other publicly disseminated solicitation, such as the mailing of applications to qualified restaurants, as determined in the Executive Director's discretion, to enter into and execute agreements for up to two (2) years containing a maximum of two (2) extension options of one (1) year each under the same terms and conditions with vendors, contractors and professionals (consultants) including but not limited to: souvenir vendors, art vendors, providers of amusement games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services, fireworks and food vendors for Events. All agreements shall provide the City the right to terminate such agreements early. When evaluating responses to an R.F.P. or other solicitation, the Executive Director will consider such facts as the firms' cost proposals, compliance with the requirements of the R.F.P. or solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Executive Director deems important for the successful operation of the Events.

SECTION 12. The Executive Director is authorized to charge festival and event organizers for overtime costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a)(1) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Section 10-8-330(a), or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Executive Director is authorized to promulgate such rules and regulations, subject to the approval of the Corporation Counsel, as he determines are necessary or desirable for the implementation of this section by posting these at the M.O.S.E. main offices. The Executive Director is authorized to collect payments from festival and event organizers for such overtime costs for deposit in Fund Number 356. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the 2007 Annual Appropriation Ordinance for the overtime costs referenced above.

SECTION 13. The Executive Director is authorized to enter into and execute agreements for up to two (2) years containing terms and conditions that the Executive Director deems appropriate, and containing a maximum of two (2) extension options of one (1) year each under the same terms and conditions, with one (1) or more firms to design, assemble, transport, mount, erect, dismantle, store or manage the storage of temporary displays or booths at Events or provide Event preparation, management, coordination or supervision.

SECTION 14. Except the neighborhoods grant agreements authorized in Section 21 and caterer, performer, announcer and musician agreements authorized in Section 19, all agreements that the Executive Director is authorized to execute under this ordinance are subject to the approval of the Comptroller and the Corporation Counsel; the neighborhood grant agreements, in a form approved by the Corporation Counsel, are subject to the approval of the Comptroller.

SECTION 15. The Executive Director is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events with terms and conditions that the Executive Director deems appropriate, including without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to those governmental units. The intergovernmental cooperation agreements may be with any necessary or appropriate federal, state or local government unit, including, without limitation, the Chicago Park District with respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 16. The Executive Director is authorized to enter into and execute agreements containing terms and conditions that the Executive Director deems appropriate, including allowing sponsors and their representatives to promote, distribute samples of, or sell, goods and services, for up to three (3) years, and containing a maximum of two (2) extension options of one (1) year each under the same terms and conditions, with persons participating in the sponsorship of the Events or their agents, including, without limitation, commercial or other business

sponsors and media sponsors. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in connection with the Events. In those sponsorship agreements entered into directly with a sponsor, in which the sponsor's participation in the Event is limited solely to providing money to the City, and where the sponsor is only represented at the Event site by signage or where the sponsor is a governmental entity, the Executive Director may elect not to require the sponsor to indemnify the City. All sponsorship agreements shall provide the City the right to terminate such agreements early.

SECTION 17. The Executive Director is authorized to enter into and execute agreements for up to three (3) years for the production, distribution and sale of souvenir program books and other promotional materials, to be produced at no cost to the City, with terms and conditions that the Executive Director deems appropriate. These agreements may contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain the proceeds from these activities. The agreement shall provide the City the right to terminate such agreement early.

SECTION 18. The Executive Director is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which the Events may be held containing terms and conditions that the Executive Director deems appropriate including, without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to the lessors. The Executive Director is further authorized to enter into use agreements and to issue permits for the temporary use of facilities for events in Millennium Park during calendar year 2007. Charges for use, fees for permits and conditions for use shall be determined by the Executive Director, giving consideration to the size and nature of the space, the duration of use, the nature of the event and the unique nature of Millennium Park.

SECTION 19. The Executive Director is authorized to enter into and execute agreements for up to two (2) years containing terms and conditions that the Executive Director deems appropriate, and containing a maximum of two (2) extension options of one (1) year each under the same terms and conditions, to provide caterers, performers, announcers, musicians, other entertainment and production or operations staff at the Events.

SECTION 20. The Executive Director is authorized to enter into and execute agreements with the Illinois Restaurant Association ("I.R.A.") for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment, at such Events as determined by the Executive Director, including, but not limited to, Grant Park Festivals. The agreements will contain terms and conditions that the Executive Director deems appropriate, and may include, but not be limited to, the City's option to make advance payments to I.R.A., as determined solely by the Executive Director.

SECTION 21. The Executive Director is authorized to award grants in amounts not to exceed Two Thousand Dollars ($2,000) per grant to community groups participating in the production of neighborhood festivals and to execute grant agreements with respect to the festivals.

SECTION 22. The Executive Director is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances, that are required in connection with the sponsorship and/or production of the Events.

SECTION 23. Section 9 of the 2006 Special Events Ordinance, passed by the City Council on November 30, 2005 and appearing at pages 62489 -- 62496 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, is hereby amended by deleting the struck-through language and adding the underscored language as follows:

Section 9. On behalf of the City, M.O.S.E. is required to donate the amount of one percent (1%) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago ~~to not-for-profit organizations devoted to~~ for the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City ~~designated~~ as directed by the Executive Director of M.O.S.E. (the "Executive Director") in consultation with the Commissioner of the Department of Human Services and the Mayor's Office of Workforce Development.

SECTION 24. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 25. This ordinance takes effect immediately upon its passage and approval as provided by law.

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

Exhibit "A".

2007 Special Events.

Mayor's Cup Youth Soccer Tournament

Air and Water Show

Big Ten Mens Basketball Tournament

Celtic Fest Chicago

Chicago Country Music Festival

Chicago Blues Festival

Chicago Jazz Festival

Chicago Outdoor Film Festival

Chicago Gospel Music Festival

Co-Sponsored Neighborhood Festivals

Seasonal Public and Cultural Entertainment Events on Daley Plaza

Entertainment Events around the City's Waterways

Farmers' Markets/Midwest Harvest Festival

Great Chicago Places and Spaces Architecture Celebration

Halloween Festivities and Display(s)

Mayor Daley's Kids and Kites Festival

Mayor Daley's Holiday Sports Festival

Parades

Jumping Jacks (Inflatable Moonwalks) to Community Events

Public Entertainment and Events in Conjunction with Bike Chicago

Race to Taste

Citywide Seasonal Public, Cultural, Memorial and Entertainment Events

Taste of Chicago

Venetian Night

Viva! Chicago Latin Music Festival

Winter Delights

Fashion Focus

Holiday Decorating and Programming throughout Downtown Business District

Hosting National and International Touring Sports Events

Culinary Arts Festival

Mayoral Receptions

Millennium Park Events for 2007

Olympic Initiatives

Extreme Sporting Events

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES AND PERMITS, FREE OF CHARGE, IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified licenses and permits, free of charge, in conjunction with various events (referred November 1 and 15, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on December 11, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor, Itinerant Merchant License, Street Closure, Tent And Related Permits.

New Year's Eve Celebration/Tobacco Road, Inc.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue the following licenses and/or permits, and any other fees, free of charge, in conjunction with the participants in the New Year's Eve Celebration/Tobacco Road, Inc., Sunday, December 31, 2006 from the hours of 3:00 P.M. to 2:00 A.M. Monday, January 1, 2007, fees to be waived: Food Vendor and Merchants fees, Street Closure fees, Tent Permits and any other fees in conjunction with this affair.

Tent And Related Permits.

The Resurrection Project.

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to The Resurrection Project, to take place on November 2, 2006 at 1818 South Paulina Street: Special Events Tent Permit and all other permits and fees related to event.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE AND/OR PERMIT FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for fee waivers (referred November 1 and 8, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on December 11, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor And Itinerant Merchant License Fees.

Winter Walk.

Ordered, That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant and Food Vendor fees in connection with the Winter Walk portion of The Magnificent Mile Lights Festival that will take place on November 18, 2006 on Pioneer Court. All money collected will benefit WGN Radio's Neediest Kids Fund.

Food Vendor, Itinerant Merchant License And Street Closure Permit Fees.

Lake View Citizen's Council New Year's Day 5K Run And Walk.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive Permit and Street Closure fees, Itinerant Merchant and Food Vendor Licences fees to all participants of the Lake View Citizen's Council New Year's Day 5K Run and Walk in Lincoln Park, to be held on the following streets: Stockton Drive north from North Avenue; Ridge Connection Drive; Lincoln Park bicycle path; and Cannon Drive for the period of Sunday, January 1, 2007, from 11:00 A.M.

Itinerant Merchant License Fees.

One Of A Kind Show And Sale.

Ordered, That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant fees in connection with the One of a Kind Show and Sale that will be taking place at the Merchandise Mart, December 8 -- 10, 2006.

This event has several local charities as partners, including the following: Children's Memorial Hospital, Frank Lloyd Wright Preservation Trust, SNAP Foundation, Y-Me, Gallery 37, Chicago Art Foundation, Pediatric Arts Chicago, Marwen and League of Chicago Theaters.

Miscellaneous Fees.

Chriskindlmarket 2006.

Ordered, That the Director of the Department of Construction and Permits and the Department of Revenue waive all fees in connection with Chriskindlmarket 2006 that will take place in Daley Plaza from Thursday, November 23 through Sunday, December 24, 2006. Set up for this event will be from Wednesday, November 1, 2006 through Wednesday, January 13, 2007.

Habitat For Humanity.

Ordered, That the Commissioner of the Department of Transportation waive all the fees in connection with the Habitat for Humanity one (1) day event that will take place at One IBM Plaza, 330 North Wabash Avenue, on Saturday, October 21, 2006. Three Homes in a Box house frames will be built for the areas impacted by the hurricanes last year in the Gulf of Mexico.

The Jingle Bell 5K Run.

Ordered, That the Commissioner of the Department of Transportation and the Director of the Department of Revenue waive all fees in connection with The Jingle

Bell 5K Run benefitting the Arthritis Foundation. This event will take place at the Merchandise Mart on Sunday, December 3, 2006 starting at 8:00 A.M.

PERMISSION GRANTED TO LATINOS HERMANOS VASQUEZ/SANTA VILLAREAL/2829 WEST CERMAK ROAD ENTERTAINMENT FOR CONDUCT OF CIRCUS HERMANOS VASQUEZ.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed order to grant permission to Latinos Hermanos Vasquez/Santa Villareal/2829 West Cermak Road Entertainment, for the conduct of the Circus Hermanos Vasquez, to be held at Douglas Park, 1900 South Ferrar Drive. This event will take place on October 17, 2006 through October 30, 2006 during the hours of 4:00 P.M. to 10:00 P.M. in the 12th Ward (referred November 1, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on December 11, 2006, at the Committee on Special Events and Cultural Affairs Meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to the Latinos Hermanos Vasquez/Santa Villareal/2829 West Cermak Road Entertainment, for the conduct of the Circus Hermanos Vasquez, to be held in Douglas Park, 1900 South Ferrar Drive, for the following days: October 17, 2006 through October 30, 2006, during the hours of 4:00 P.M. to 10:00 P.M.

PERMISSION GRANTED TO TOBACCO ROAD INCORPORATED TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR NEW YEAR'S EVE CELEBRATION.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed order to grant permission to Tobacco Road Incorporated for the conduct of a New Year's Eve Celebration on portions of the public way (referred November 15, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on December 11, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Transportation is hereby authorized and directed to grant permission to Tobacco Road Incorporated to close to traffic the following streets for the purpose of the New Year's Eve Celebration on Sunday, December 31, 2006, from the hours of 3:00 P.M. until Monday, January 1, 2007, 2:00 A.M.. Street closure locations are as follows: South Dr. Martin Luther King, Jr. Drive, from 4600 block to 4800 block; East 46th Street, from South Vincennes Avenue to South Calumet Avenue; East 47th Street, from South Vincennes Avenue to South Calumet Avenue; and East 48th Street, from South Vincennes Avenue to South Calumet Avenue.

PERMISSION GRANTED TO MINNEAPOLIS RAGSTOCK COMPANY FOR CONDUCT OF SIDEWALK SALE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed order to grant permission to Minneapolis Ragstock Company for the conduct of a sidewalk sale at 1433 -- 1435 North Milwaukee Avenue (referred November 1, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on December 11, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Minneapolis Ragstock Company to hold a sidewalk sale from 11:00 A.M. to 7:00 P.M. at 1433 -- 1435 North Milwaukee Avenue on October 14, 15, 18, 19, 24 and 25, 2006.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 27, 2005, March 29, April 26, May 24, June 28, July 26, September 13 and December 11, 2006) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160, of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
3	South Michigan Avenue (east side) from a point 65 feet of East Garfield Boulevard, to a point 25 feet north thereof -- disabled loading zone -- at all times (06-01854590);
8	East 82nd Street, from a point 20 feet east of South Cottage Grove Avenue, to a point 25 feet east thereof -- loading zone -- 10:00 A.M. to 7:00 P.M. -- all days (06-01854971);
12	South Boulevard Way (west side) from a point 100 feet north of West 25th Street, to a point 35 feet north thereof -- loading zone -- 6:00 A.M. to 9:00 P.M. -- all days (06-01858940);
26	West Chicago Avenue (south side) from a point 369 feet east of North Washtenaw Avenue, to a point 20 feet east thereof -- loading zone -- 10:00 A.M. to 9:00 P.M. -- tow-away zone (06-01542065);
27	West Superior Street (north side) from a point 60 feet west of North Halsted Street, to a point 33 feet west thereof -- at all times (05-01284559);

Ward	Location
27	West Fulton Street (north side) from a point 123 feet east of North Wood Street, to a point 25 feet east thereof -- loading zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (06-01057745);
27	West Carroll Street (north side) from a point 316 feet west of North Wolcott Avenue, to a point 127 feet west thereof -- loading zone -- 6:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (06-01057644);
27	West Madison Street (north side) from a point 26 feet west of North Sangamon Street, to a point 18 feet west thereof - loading zone -- 11:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone (06-01438994);
27	North Peoria Street (west side) from a point 242 feet south of West Washington Boulevard, to a point 50 feet south thereof -- loading zone -- 15 minutes with flashers -- 7:30 A.M. to 4:30 P.M. -- Monday through Friday -- tow-away zone (06-01215998);
27	West Randolph Street (north side) from a point 22 feet west of North Halsted Street, to a point 40 feet west thereof -- loading zone -- 11:30 A.M. to 12:00 Midnight -- all days (06-01542889);
29	North Waller Avenue, from a point 20 feet south of West Division Street, to a point 74 feet south thereof -- loading zone, except with flashing lights -- 15 minutes -- 6:00 A.M. to 6:00 P.M., Monday through Friday -- tow-away zone (06-01543056);

Ward	Location
31	West Belmont Avenue (north side) from a point 196 feet west of North Karlov Avenue, to a point 51 feet west thereof -- loading zone -- 7:00 A.M. to 4:00 P.M., Monday through Saturday -- tow-away zone (06-01448021);
31	2300 North Kilbourn Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (06-01867407);
32	North Damen Avenue (west side) from a point 50 feet north of West Shakespeare Avenue, to a point 29 feet north thereof -- loading zone -- 5:00 P.M. to 1:00 A.M. -- tow-away zone (06-01867654);
33	West Leland Avenue (south side) from a point 18 feet east of North Kedzie Avenue, to a point 50 feet east thereof -- loading zone -- 11:00 A.M. to 11:00 P.M. -- all days (06-01059029);
33	North Kedzie Avenue (east side) from a point 89 feet south of West Wilson Avenue, to a point 23 feet south thereof -- loading zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (06-01058376);
33	North Kedzie Avenue (east side) from a point 61 feet north of West Eastwood Avenue, to a point 40 feet north thereof -- 11:00 A.M. to 10:00 P.M. -- Monday through Saturday (06-01059323);
35	West Wrightwood Avenue (north side) from a point 80 feet west of North Monticello Avenue, to a point 40 feet west thereof -- loading zone -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday -- tow-away zone (06-00811710);

Ward	Location
35	North Spaulding Avenue (east side) from a point 20 feet north of West Armitage Avenue, to a point 25 feet north thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (06-01449357);
35	North Kedzie Avenue (east side) from a point 125 feet north of North Milwaukee Avenue, to a point 25 feet north thereof -- loading zone/tow-away zone (06-01542776);
37	West North Avenue (south side) from a point 25 feet east of North Long Avenue, to a point 25 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (06-01449501);
37	West North Avenue (south side) from a point 115 feet east of North Long Avenue, to a point 25 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes, 8:00 A.M. to 1:00 A.M. (06-00811819);
40	North Oakley Avenue (west side) from a point 20 feet north of West Peterson Avenue, to a point 60 feet north thereof -- loading zone -- 6:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone (06-01544145);
42	North Wabash Avenue (west side) from a point 68 feet north of East Pearson Street, to a point 40 feet north thereof -- loading zone/tow-away zone (06-01872766);

Ward	Location
43	North Clark Street (east side) from a point 20 feet north of West Drummond Place, to a point 40 feet north thereof 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (east side) from a point 124 feet south of West Wrightwood Avenue, to a point 40 feet south thereof -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (public benefit) ;
43	North Clark Street (west side) from a point 47 feet south of West Deming Place, to a point 40 feet south thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (east side) from a point 20 feet north of West Roslyn Place, to a point 30 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 360 feet north of West Fullerton Avenue, to a point 40 feet north thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 90 feet north of West Fullerton Avenue, to a point 40 feet north thereof -- 5:00 P.M. to 12:00 A.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 154 feet south of West Dickens Avenue, to a point 50 feet south thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday (public benefit);

Ward	Location
43	North Clark Street (east side) from a point 20 feet north of West Fullerton Avenue, to a point 40 feet north thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
44	West Grace Street (north side) from a point 20 feet west of North Wilton Avenue, to a point 50 feet west thereof -- loading zone -- 9:00 A.M. to 5:00 P.M. -- all days (06-01061937);
44	West Belmont Avenue (south side) from a point 120 feet west of North Orchard Street, to a point 20 feet west thereof -- loading zone with flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 8:00 P.M. -- all days (06-01543842);
47	North Winchester Avenue (west side) from a point 20 feet north of West Lawrence Avenue, to a point 25 feet north thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 11:00 P.M. (06-01062876);
47	North Damen Avenue (east side) from a point 200 feet south of West Sunnyside Avenue, to a point 35 feet south thereof -- loading zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (06-01544075);
47	West Byron Street (south side) from a pont 20 feet west of North Ravenswood Avenue, to a point 40 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (06-01063012);

Ward	Location
47	North Western Avenue (east side) from a point 155 feet south of West Irving Park Road, to a point 25 feet south thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday and 10:00 A.M. to 3:00 P.M. -- Saturday (06-01452126);
49	West Morse Avenue (south side) from a point 76 feet east of North Ashland Avenue, to a point 44 feet east thereof -- disabled loading zone/tow-away zone (06-01063085).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed December 6, 1961 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 5877) which reads:

"North Central Park Avenue (east side) from a point 35 feet south of North Elston Avenue, to a point 45 feet south thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" by striking the above (33rd Ward) (06-00664863).

SECTION 2. Amend ordinance passed January 10, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 14757) which reads:

"North Lincoln Park West (west side) from a point 65 feet north of West Belden Avenue, to a point 40 feet north thereof -- loading zone/tow-away zone"

by striking:

"loading zone/tow-away zone"

and inserting:

"15 minute standing zone -- use flashers -- tow-away zone" (43rd Ward) (06-01543695).

SECTION 3. Repeal ordinance passed June 10, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 23828) which established a loading zone -- 4:00 P.M. to 12:00 Midnight at 2119 -- 2121 North Clark Street (43rd Ward).

SECTION 4. Repeal ordinance passed December 15, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 43981) which established a loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight at 2260 North Clark Street (43rd Ward).

SECTION 5. Repeal ordinance passed December 11, 1952 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3553) which established a loading zone -- 9:00 A.M. to 6:00 P.M. -- except sundays and holidays at 2316 North Clark Street (43rd Ward).

SECTION 6. Repeal ordinance passed December 11, 1991 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11120) which established a loading zone -- 6:00 P.M. to 12:00 Midnight -- no exceptions at 2324 North Clark Street (43rd Ward).

SECTION 7. Repeal ordinance passed November 15, 1963 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1219) which established a loading zone -- 9:00 A.M. to 4:00 P.M. -- except Saturday and Sunday at approximately 2325 North Clark Street (43rd Ward).

SECTION 8. Repeal ordinance passed July 7, 1965 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 4963) which established a loading zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday at 2345 North Clark Street (43rd Ward).

SECTION 9. Repeal ordinance passed July 7, 1965 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 4963) which established a loading zone -- 8:00 A.M. to 4:00 P.M. -- except Sundays and holidays at approximately 2345 North Clark Street (43rd Ward).

SECTION 10. Repeal ordinance passed July 14, 1963 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 35551) which

established a loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight at 2350 North Clark Street (43rd Ward).

SECTION 11. Repeal ordinance passed February 7, 1970 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11532) loading zone -- 9:00 A.M. to 9:00 P.M., at 2374 North Clark Street (43rd Ward).

SECTION 12. Repeal ordinance passed November 15, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 40313) which established a loading zone/tow-away zone -- 11:30 A.M. to 12:00 Midnight at 2416 -- 2424 North Clark Street (43rd Ward).

SECTION 13. Repeal ordinance passed September 14, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 56315) which established a loading zone/tow-away zone -- 6:00 P.M. to 2:00 A.M. at 2417 North Clark Street (43rd Ward).

SECTION 14. Repeal ordinance passed June 16, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 52051) which established a loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight at 2442 North Clark Street (43rd Ward).

SECTION 15. Repeal ordinance passed March 26, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 19283) which established a loading zone/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday at 2453 North Clark Street (43rd Ward).

SECTION 16. Repeal ordinance passed June 14, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3141) which established a loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight at 2473 North Clark Street (43rd Ward).

SECTION 17. Repeal ordinance passed September 9, 1998 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 77389) which established a loading zone/tow-away zone -- 5:00 P.M. to 12:00 Midnight at 2473 North Clark Street (43rd Ward).

SECTION 18. Repeal ordinance passed January 16, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 77522) which established a loading zone -- 8:30 A.M. to 5:30 P.M. -- Monday through Friday and 10:00 A.M. to 1:00 P.M. -- Saturday at 2551 North Clark Street (43rd Ward).

SECTION 19. Repeal ordinance passed January 16, 2002, page 77522) which established a loading zone/tow-away zone -- 8:30 A.M. to 5:30 P.M. at 2551 North Clark Street (43rd Ward).

SECTION 20. Repeal ordinance passed September 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 7177) which established a loading zone/tow-away zone -- 5:00 P.M. to 12:00 Midnight at 2630 North Clark Street (43rd Ward).

SECTION 21. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 17, 2005, May 24, June 26, July 26, September 13 and November 11, 2006) proposed ordinances to establish and amend traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
5 align	East 68th Street, from South Euclid Avenue to South Constance Avenue -- westerly (05-00564718);
9	South Wabash Avenue, from East 124th Place to East 125th Place -- southerly;
14	South Campbell Avenue, from West 51st Street to West 50th Street -- northerly (06-01859352);
14	South Artesian Avenue, from West 51st Street to West 50th Street -- southerly (06-01859319);
27	North Kingsbury Street, from West Oak Street to North Larrabee Street -- southerly (06-01058243);

Ward	Location
30	West Pierce Avenue, from North Karlov Avenue to North Kedvale Avenue -- westerly (06-01542419).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed May 26, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 24893) which reads:

"South Oak Park Avenue, from the first alley south of West Archer Avenue to West 56th Street -- northerly"

by striking:

"West 56th Street"

and inserting:

"West 59th Street" (23rd Ward) (06-02229108).

SECTION 2. Amend ordinance passed August 30, 1972 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3630) which reads:

"West Thomas Street, from North Kolmar Avenue to North Pulaski Road -- easterly"

by striking:

"North Kolmar Avenue"

and inserting:

"North Kilbourn Avenue and West Thomas Street from North Kilbourn Avenue to North Kolmar Avenue -- westerly" (37th Ward) (06-00811913).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 4 and December 11, 2006) proposed ordinances to establish and amend parking meters, begs leave to recommend that Your Honorable Body do *Pass* the proposed amended substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed amended substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
3	West Cullerton Street (both sides) from East State Street to the first alley west thereof -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	West Cullerton Street (both sides) from East State Street to East Wabash Avenue -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South State Street (west side) from South Archer Avenue to West Cullerton Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;

Ward	Location
3	South State Street (west side) from West Cullerton Street to West Cermak Road -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South State Street (east side) from West Cermak Road to West 21st Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South State Street, from West 16th Street to West 17th Street (west side) -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
3	South State Street (east side) from West 18th Street to West 16th Street -- 3 hour limit, 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday thru Friday;
3	South State Street (west side) from West 17th Street to West 18th Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/thru Friday;
3	South State Street (east side) from West Cullerton Street to West 18th Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South State Street (west side) from West 18th Street to South Archer Avenue -- 3 hour limit -- 25 cents for 15 Minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South State Street (east side) from West 21st Street to West Cullerton Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Ward	Location
3	South Wabash Avenue (west side) from West 16th Street to West 18th Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South Wabash Avenue (west side) from West 18th Street to West Cullerton Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday/Friday;
3	South Wabash Avenue (east side) from West Cullerton Street to West 18th Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
3	South Wabash Avenue (west side) from West Cullerton to West 21st Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
3	South Wabash Avenue (east side) from West 21st Street to West Cullerton Street -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
3	East 21st Street (both sides) from South State Street to the first alley west thereof -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
3	East 21st Street (both sides) from South State Street to South Wabash Avenue -- 3 hour limit -- 25 cents for 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Meter Areas.

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

SECTION 1. Amend meter Number 439001 at 2305 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"8:00 A.M. to 9:00 P.M"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 2. Amend meter Number 439002 at 2309 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 3. Amend meter Number 439003 at 2313 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 4. Amend meter Number 439004 at 2317 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 5. Amend meter Number 439005 at 2321 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 6. Amend meter Number 439006 at 2327 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 7. Amend meter Number 439007 at 2331 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 8. Amend meter Number 439008 at 2333 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 9. Amend meter Number 439009 at 2337 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 10. Amend meter Number 439010 at 2339 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 11. Amend meter Number 439011 at 2353 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 12. Amend meter Number 439012 at 2357 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents per hour by striking:

"25 cents per hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 13. Amend meter Number 439013 at 2407 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 14. Amend meter Number 439014 at 2411 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 15. Amend meter Number 439015 at 2415 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 16. Amend meter Number 439016 at 2419 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 17. Amend meter Number 439017 at 2425 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 18. Amend meter Number 439018 at 2429 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes (43rd Ward).

SECTION 19. Amend meter Number 439019 at 2433 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 20. Amend meter Number 439020 at 2441 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 21. Amend meter Number 439021 at 2445 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 22. Amend meter Number 439022 at 2449 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 23. Amend meter Number 439027 at 2468 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 24. Amend meter Number 439028 at 2466 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 25. Amend meter Number 439030 at 2424 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 26. Amend meter Number 439031 at 2430 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Sunday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 27. Amend meter Number 439032 at 2426 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"5:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 28. Amend meter Number 439033 at 2422 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 29. Amend meter Number 439034 at 2418 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 30. Amend meter Number 439035 at 2416 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 31. Amend meter Number 439036 at 2410 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 15 minutes"

and inserting:

"9:00 A.M. to 5:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 32. Amend meter Number 439037 at 2358 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"5:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 33. Amend meter Number 439038 at 2354 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 34. Amend meter Number 439039 at 2350 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 35. Amend meter Number 439040 at 2346 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 36. Amend meter Number 439041 at 2342 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 37. Amend meter Number 439042 at 2338 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 38. Amend meter Number 439043 at 2334 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and by inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 39. Amend meter Number 439044 at 2330 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 40. Amend meter Number 439045 at 2320 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 41. Amend meter Number 439046 at 2316 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 42. Amend meter Number 439047 at 2312 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 43. Amend meter Number 439048 at 2310 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 44. Amend meter Number 439049 at 2306 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 45. Amend meter Number 439052 at 2501 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 46. Amend meter Number 439057 at 2533 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 47. Amend meter Number 439058 at 2537 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 48. Amend meter Number 439060 at 2541 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 49. Amend meter Number 439062 at 2545 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 50. Amend meter Number 439064 at 2553 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 51. Amend meter Number 439072 at 2568 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 52. Amend meter Number 439073 at 2564 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 53. Amend meter Number 439075 at 2560 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 54. Amend meter Number 439077 at 2556 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 55. Amend meter Number 439079 at 2552 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 56. Amend meter Number 439081 at 2548 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 57. Amend meter Number 439083 at 2544 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 58. Amend meter Number 439085 at 2540 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 59. Amend meter Number 439087 at 2518 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"5:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 60. Amend meter Number 439088 at 2514 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 61. Amend meter Number 439090 at 2510 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 62. Amend meter Number 439094 at 2476 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 63. Amend meter Number 439096 at 2470 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 64. Amend meter Number 439147 at 2471 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"5:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 65. Amend meter Number 439148 at 2473 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 66. Amend meter Number 439149 at 2475 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 15 minutes by striking:

"25 cents for 15 minutes"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 67. Amend meter Number 440001 at 2619 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 68. Amend meter Number 440002 at 2623 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 69. Amend meter Number 440003 at 2627 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 70. Amend meter Number 440004 at 2631 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 71. Amend meter Number 440005 at 2643 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 72. Amend meter Number 440006 at 2645 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 73. Amend meter Number 440007 at 2659 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 74. Amend meter Number 440038 at 2721 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 75. Amend meter Number 440040 at 2725 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 76. Amend meter Number 440042 at 2729 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 77. Amend meter Number 440044 at 2733 North Clark Street (east side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"25 cents for 1 hour"

and inserting:

"25 cents for 30 minutes" (43rd Ward).

SECTION 78. Amend meter Number 440045 at 2726 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 79. Amend meter Number 440046 at 2728 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 80. Amend meter Number 440048 at 2732 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 81. Amend meter Number 440050 at 2736 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 82. Amend meter Number 440052 at 2740 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 83. Amend meter Number 440054 at 2744 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 84. Amend meter Number 440065 at 2660 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 85. Amend meter Number 440067 at 2656 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 86. Amend meter Number 440069 at 2652 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 87. Amend meter Number 440071 at 2648 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 88. Amend meter Number 440073 at 2644 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 89. Amend meter Number 440074 at 2640 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 90. Amend meter Number 440075 at 2636 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"3:00 P.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 91. Amend meter Number 440083 at 2632 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 92. Amend meter Number 440085 at 2628 North Clark Street (west side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 2 hour maximum -- 25 cents for 1 hour by striking:

"8:00 A.M. to 9:00 P.M. -- 25 cents for 1 hour"

and inserting:

"9:00 A.M. to 9:00 P.M. -- 25 cents for 30 minutes" (43rd Ward).

SECTION 93. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 26, May 24, June 28, July 26, September 13, October 4, November 1, 8, 15 and December 11, 2006) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Prohibition At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Ward	Location
38	North Kostner Avenue (both sides) from West Irving Park Road to the first alley north of West Irving Park Road -- at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed August 3, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 54308) which reads:

"South Nottingham Avenue (both sides) from West 60th Street to West 62nd Street south thereof"

by striking:

"West 60th Street"

and inserting:

"West 61st Street -- No Trucks Parking This Side" (23rd Ward) (06-01216883).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way as indicated:

Ward	Location And Permit Number
3	5329 South Indiana Avenue -- Disabled Parking Permit 52595;
3	435 East 48th Street -- Disabled Parking Permit 52530;
4	5001 South Dorchester Avenue -- Disabled Parking Permit 52538;
5	6840 South Dorchester Avenue -- Disabled Parking Permit 45136;
6	7840 South Maryland Avenue -- Disabled Parking Permit 47646;
6	7729 South Vernon Avenue -- Disabled Parking Permit 47584;
6	234 West 71st Street -- Disabled Parking Permit 47588;
6	7921 South Indiana Avenue -- Disabled Parking Permit 49765;
6	411 East 91st Street -- Disabled Parking Permit 53069;
6	8042 South Vernon Avenue -- Disabled Parking Permit 36002;
7	9005 South Paxton Avenue -- Disabled Parking Permit 50628;
8	1625 East 84th Place -- Disabled Parking Permit 50206;
8	8131 South Harper Avenue -- Disabled Parking Permit 52701;
8	8121 South Bennett Avenue (signs partially posted on 8117 South Bennett Avenue) Disabled Parking Permit 52708;

Ward	Location And Permit Number
8	8152 South Kenwood Avenue -- Disabled Parking Permit 53126;
8	864 East 87th Place -- Disabled Parking Permit 53136;
8	8848 South Ridgeland Avenue -- Disabled Parking Permit 52690;
8	8743 South Blackstone Avenue -- Disabled Parking Permit 52691;
9	11333 South Champlain Avenue -- Disabled Parking Permit 50393;
10	10545 South Avenue H -- Disabled Parking Permit 52739;
10	13413 South Buffalo Avenue -- Disabled Parking Permit 49211;
10	8534 South Escanaba Avenue -- Disabled Parking Permit 52715;
10	10912 South Mackinaw Avenue -- Disabled Parking Permit 49194;
11	2827 South Eleanor Street -- Disabled Parking Permit 49986;
11	West 28th Street (north side) from a point 100 feet east of South Halsted Street, to a point 25 feet east thereof -- 2% reserved disabled parking (06-02041432);
11	4407 South Wallace Street -- Disabled Parking Permit 50680;
11	3028 South Broad Street -- Disabled Parking Permit 50679;

Ward	Location And Permit Number
12	4419 South Wolcott Avenue -- Disabled Parking Permit 50419;
12	2734 West 36th Street -- Disabled Parking Permit 53219;
13	3711 West 64th Street -- Disabled Parking Permit 50562;
13	6239 South Mason Avenue -- Disabled Parking Permit 49734;
13	3646 West 61st Street -- Disabled Parking Permit 50565;
14	5606 South Homan Avenue -- Disabled Parking Permit 50702;
16	5838 South Rockwell Street -- Disabled Parking Permit 53322;
16	6126 South Ada Street -- Disabled Parking Permit 53323;
16	5307 South Hermitage Avenue -- Disabled Parking Permit 44652;
16	5320 South Laflin Street -- Disabled Parking Permit 51789;
18	7309 South Oakley Avenue -- Disabled Parking Permit 53377;
18	7247 South Fairfield Avenue -- Disabled Parking Permit 53378;
18	7725 South Troy Street -- Disabled Parking Permit 51808;
18	7154 South Albany Avenue -- Disabled Parking Permit 50506;

Ward	Location And Permit Number
18	8633 South Paulina Street -- Disabled Parking Permit 53370;
18	6930 South Maplewood Avenue -- Disabled Parking Permit 48899;
18	3649 West 82nd Place -- Disabled Parking Permit 53371;
18	8157 South Winchester Avenue -- (signs to be posted at 1950 West 82nd Street) Disabled Parking Permit 53373;
19	11146 South St. Louis Avenue -- Disabled Parking Permit 50114;
19	11036 South Millard Avenue -- Disabled Parking Permit 50129;
19	11617 South Maplewood Avenue -- Disabled Parking Permit 53397;
19	11614 South Artesian Avenue -- Disabled Parking Permit 50107;
21	9027 South Morgan Street -- Disabled Parking Permit 53460;
21	8040 South Bishop Street -- Disabled Parking Permit 53449;
21	837 West 83rd Street -- Disabled Parking Permit 50439;
21	1212 West 98th Street -- Disabled Parking Permit 50450;
21	8800 South Hermitage Avenue -- disabled permit parking;
22	2538 South Lawndale Avenue -- Disabled Parking Permit 53469;

Ward	Location And Permit Number
22	3135 South Keeler Avenue -- Disabled Parking Permit 53470;
22	2536 South Sawyer Avenue -- Disabled Parking Permit 39396;
22	3144 South Lawndale Avenue -- Disabled Parking Permit 53471;
22	2239 South Kenneth Avenue -- Disabled Parking Permit 47998;
23	6153 South McVicker Avenue -- Disabled Parking Permit 50902;
23	6030 South Austin Avenue -- Disabled Parking Permit 49486;
23	6004 South Merrimac Avenue -- Disabled Parking Permit 52866;
23	4733 South Laramie Avenue -- Disabled Parking Permit 52874;
24	1311 South Miller Avenue -- Disabled Parking Permit 50342;
24	1501 South Kilbourn Avenue -- Disabled Parking Permit 47309;
25	2017 West 17th Street -- Disabled Parking Permit 49537;
25	334 West 24th Street -- Disabled Parking Permit 50952;
27	720 North Spaulding Avenue -- Disabled Parking Permit 48401;
28	4138 West Washington Boulevard -- Disabled Parking Permit 48039;

Ward	Location And Permit Number
28	4661 West Fulton Street -- Disabled Parking Permit 50037;
28	4228 West Maypole Avenue -- Disabled Parking Permit 50900;
30	2435 North Parkside Avenue -- Disabled Parking Permit 51806;
31	4634 West Shakespeare Avenue -- Disabled Parking Permit 52608;
31	2855 North Lotus Avenue -- Disabled Parking Permit 43271;
31	2839 North Lotus Avenue -- Disabled Parking Permit 49996;
31	2236 North Kedvale Avenue -- Disabled Parking Permit 48579;
32	1318 West Nelson Street -- Disabled Parking Permit 50259;
32	2024 West Barry Avenue -- Disabled Parking Permit 53721;
32	1931 West Henderson Street -- Disabled Parking Permit 53720;
32	2222 West Belden Avenue -- Disabled Parking Permit 50255;
32	909 North Leavitt Street -- Disabled Parking Permit 53724;
33	3305 West Belle Plaine Avenue -- Disabled Parking Permit 52601;
34	11629 South Throop Street -- Disabled Parking Permit 53775;

Ward	Location And Permit Number
34	919 East 54th Place -- Disabled Parking Permit 53028;
34	10338 South Union Avenue -- Disabled Parking Permit 53168;
34	1247 West 108th Street -- Disabled Parking Permit 53769;
34	11747 South Throop Street -- Disabled Parking Permit 44965;
35	1811 North Mozart Street -- Disabled Parking Permit 49458;
35	3003 North George Street -- Disabled Parking Permit 47619;
35	1846 North Richmond Street -- Disabled Parking Permit 53806;
35	3637 North Kimball Avenue -- Disabled Parking Permit 52786;
36	2904 North Natoma Avenue -- Disabled Parking Permit 51785;
36	3312 North Overhill Avenue -- Disabled Parking Permit 49694;
36	3847 North Osceola Avenue -- Disabled Parking Permit 49679;
37	951 North Lorel Avenue -- Disabled Parking Permit 51426;
37	1022 North Keystone Avenue -- Disabled Parking Permit 51427;
37	4835 West Iowa Street -- Disabled Parking Permit 49118;

Ward	Location And Permit Number
37	4921 West Cortez Street -- Disabled Parking Permit 47683;
38	4821 West Cornelia Avenue -- Disabled Parking Permit 49717;
38	5443 West Eddy Street -- Disabled Parking Permit 51449;
38	5455 West School Street -- Disabled Parking Permit 49729;
38	6250 West Giddings Street -- Disabled Parking Permit 46596;
38	5356 West Cullom Avenue -- Disabled Parking Permit 39009;
39	5522 North Bernard Street -- Disabled Parking Permit 51474;
39	6047 North Pulaski Road -- Disabled Parking Permit 50459;
40	6118 North Wolcott Avenue -- Disabled Parking Permit 50229;
40	5441 North Sawyer Avenue -- Disabled Parking Permit 52584;
45	5464 West Gettysburg Street -- Disabled Parking Permit 50097;
46	1449 West Winnemac Avenue -- Disabled Parking Permit 43242;
46	517 West Brompton Avenue -- Disabled Parking Permit 48765;
47	2103 West Cullom Avenue -- Disabled Parking Permit 48450;

Ward	Location And Permit Number
47	2156 West Giddings Street -- Disabled Parking Permit 48464;
47	4712 North Seeley Avenue -- Disabled Parking Permit 48454;
47	1926 West Winnemac Avenue -- Disabled Parking Permit 48466;
49	2047 West Fargo Avenue -- Disabled Parking Permit 39584;
49	1618 West North Shore Avenue -- Disabled Parking Permit 48439;
50	6057 North Mozart Street -- Disabled Parking Permit 51746;
50	7505 North Rockwell Street -- Disabled Parking Permit 51749;
50	6441 North Richmond Street -- Disabled Parking Permit 57150;
50	6211 North Ridgeway Avenue -- Disabled Parking Permit 51744;
50	6036 North Central Park Avenue -- Disabled Parking Permit 51743.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.
(Except For Disabled)

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

SECTION 1. Removal of Disabled Parking Permit 39051 for 1740 North Talman Avenue (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 18344 for 1123 North Damen Avenue (1st Ward).

SECTION 3. Removal of Disabled Parking Permit 3145 for 2637 West Cortez Street (1st Ward).

SECTION 4. Removal of Disabled Parking Permit 8301 for 1743 West Le Moyne Street (1st Ward).

SECTION 5. Removal of Disabled Parking Permit 39053 for 2519 West Palmer Street (1st Ward).

SECTION 6. Removal of Disabled Parking Permit 26871 for 2436 West Superior Street (1st Ward).

SECTION 7. Removal of Disabled Parking Permit 13920 for 2226 East 70th Place (5th Ward).

SECTION 8. Removal of Disabled Parking Permit 41776 for 1462 East 69th Street (5th Ward).

SECTION 9. Removal of Disabled Parking Permit 31084 for 2358 East 70th Place (5th Ward).

SECTION 10. Removal of Disabled Parking Permit 17288 for 1651 East 74th Place (5th Ward).

SECTION 11. Removal of Disabled Parking Permit 7944 for 9632 South Calumet Avenue (6th Ward).

SECTION 12. Removal of Disabled Parking Permit 35768 for 7931 South Eberhart Avenue (6th Ward).

SECTION 13. Removal of Disabled Parking Permit 13701 for 8046 South Eberhart Avenue (6th Ward).

SECTION 14. Removal of Disabled Parking Permit 1526 for 7035 -- 7037 South Parnell Avenue (6th Ward).

SECTION 15. Removal of Disabled Parking Permit 36914 for 616 East 90th Street (6th Ward).

SECTION 16. Removal of Disabled Parking Permit 3614 for 9120 South Crandon Avenue (7th Ward).

SECTION 17. Removal of Disabled Parking Permit 9891 for 9327 South Oglesby Avenue (7th Ward).

SECTION 18. Removal of Disabled Parking Permit 46510 for 8357 South Drexel Avenue (8th Ward).

SECTION 19. Removal of Disabled Parking Permit 18961 for 9042 South Euclid Avenue (8th Ward).

SECTION 20. Removal of Disabled Parking Permit 27315 for 8152 South Harper Avenue (8th Ward).

SECTION 21. Removal of Disabled Parking Permit 17649 for 9216 South Avalon Avenue (8th Ward).

SECTION 22. Removal of Disabled Parking Permit 32303 for 8042 South Kenwood Avenue (8th Ward).

SECTION 23. Removal of Disabled Parking Permit 9082 for 7933 South Maryland Avenue (8th Ward).

SECTION 24. Removal of Disabled Parking Permit 13717 for 7947 South Maryland Avenue (8th Ward).

SECTION 25. Removal of Disabled Parking Permit 19164 for 11226 South Indiana Avenue (9th Ward).

SECTION 26. Removal of Disabled Parking Permit 8495 for 9955 South Lafayette Avenue (9th Ward).

SECTION 27. Removal of Disabled Parking Permit 19195 for 10643 South State Street (9th Ward).

SECTION 28. Removal of Disabled Parking Permit 18962 for 9939 South Yale Avenue (9th Ward).

SECTION 29. Removal of Disabled Parking Permit 8454 for 11347 South Indiana Avenue (9th Ward).

SECTION 30. Removal of Disabled Parking Permit 19408 for 221 East 121st Place (9th Ward).

SECTION 31. Removal of Disabled Parking Permit 14261 for 12106 South Michigan Avenue (9th Ward).

SECTION 32. Removal of Disabled Parking Permit 42485 for 10920 South Eberhart Avenue (9th Ward).

SECTION 33. Removal of Disabled Parking Permit 35429 for 9848 South Avenue L (10th Ward).

SECTION 34. Removal of Disabled Parking Permit 20548 for 13323 South Carondolet Avenue (10th Ward).

SECTION 35. Removal of Disabled Parking Permit 43134 for 3316 South Lituanica Avenue (11th Ward).

SECTION 36. Removal of Disabled Parking Permit 49250 for 2830 South Lowe Avenue (11th Ward).

SECTION 37. Removal of Disabled Parking Permit 10439 for 3408 South Lowe Avenue (11th Ward).

SECTION 38. Removal of Disabled Parking Permit 16540 for 3236 South May Street (11th Ward).

SECTION 39. Removal of Disabled Parking Permit 9469 for 2525 South Throop Street (11th Ward).

SECTION 40. Removal of Disabled Parking Permit 18743 for 1733 West 33rd Street (11th Ward).

SECTION 41. Removal of Disabled Parking Permit 41857 for 1737 West 33rd Street (11th Ward).

SECTION 42. Removal of Disabled Parking Permit 18292 for 550 West 37th Street (11th Ward).

SECTION 43. Removal of Disabled Parking Permit 48218 for 244 West 24th Place (11th Ward).

SECTION 44. Removal of Disabled Parking Permit 27137 for 1642 West 32nd Street (11th Ward).

SECTION 45. Removal of Disabled Parking Permit 16450 for 3045 South Union Avenue (11th Ward).

SECTION 46. Removal of Disabled Parking Permit 6607 for 3534 South Paulina Street (11th Ward).

SECTION 47. Removal of Disabled Parking Permit 31558 for 3328 South Emerald Avenue (11th Ward).

SECTION 48. Removal of Disabled Parking Permit 26807 for 3054 South Broad Street (11th Ward).

SECTION 49. Removal of Disabled Parking Permit 14857 for 3640 South Honore Street (11th Ward).

SECTION 50. Removal of Disabled Parking Permit 29251 for 3530 South Paulina Street (11th Ward).

SECTION 51. Removal of Disabled Parking Permit 30066 for 3211 South Racine Avenue (11th Ward).

SECTION 52. Removal of Disabled Parking Permit 6607 for 3534 South Paulina Street (11th Ward).

SECTION 53. Removal of Disabled Parking Permit 6603 for 3531 South Paulina Street (11th Ward).

SECTION 54. Removal of Disabled Parking Permit 18292 for 550 West 37th Street (11th Ward).

SECTION 55. Removal of Disabled Parking Permit 9469 for 2525 South Throop Street (11th Ward).

SECTION 56. Removal of Disabled Parking Permit 41854 for 2926 South Shields Avenue (11th Ward).

SECTION 57. Removal of Disabled Parking Permit 21114 for 3118 West 25th Street (12th Ward).

SECTION 58. Removal of Disabled Parking Permit 38224 for 2441 West 45th Place (12th Ward).

SECTION 59. Removal of Disabled Parking Permit 20087 for 2447 West 46th Place (12th Ward).

SECTION 60. Removal of Disabled Parking Permit 36033 for 4728 South Seeley Avenue (12th Ward).

SECTION 61. Removal of Disabled Parking Permit 44709 for 4420 South Talman Avenue (12th Ward).

SECTION 62. Removal of Disabled Parking Permit 20570 for 2620 West 22nd Place (12th Ward).

SECTION 63. Removal of Disabled Parking Permit 12497 for 3357 South Leavitt Street (12th Ward).

SECTION 64. Removal of Disabled Parking Permit 25142 for 4357 South Honore Street (12th Ward).

SECTION 65. Removal of Disabled Parking Permit 36556 for 6140 South Monitor Avenue (13th Ward).

SECTION 66. Removal of Disabled Parking Permit 44731 for 4155 West 57th Street (13th Ward).

SECTION 67. Removal of Disabled Parking Permit 45823 for 5817 West 64th Street (13th Ward).

SECTION 68. Removal of Disabled Parking Permit 16457 for 6109 South Kolmar Avenue (13th Ward).

SECTION 69. Removal of Disabled Parking Permit 5782 for 5921 South Komensky Avenue (13th Ward).

SECTION 70. Removal of Disabled Parking Permit 8213 for 5426 West 64th Street (13th Ward).

SECTION 71. Removal of Disabled Parking Permit 20837 for 3910 West 62nd Street (13th Ward).

SECTION 72. Removal of Disabled Parking Permit 25654 for 5939 South Tripp Avenue (13th Ward).

SECTION 73. Removal of Disabled Parking Permit 44953 for 4410 South Richmond Street (14th Ward).

SECTION 74. Removal of Disabled Parking Permit 7681 for 5241 South Sacramento Avenue (14th Ward).

SECTION 75. Removal of Disabled Parking Permit 11653 for 5210 South Maplewood Avenue (14th Ward).

SECTION 76. Removal of Disabled Parking Permit 48727 for 6504 South Hoyne Avenue (15th Ward).

SECTION 77. Removal of Disabled Parking Permit 15233 for 5653 South Hoyne Avenue (15th Ward).

SECTION 78. Removal of Disabled Parking Permit 30124 for 6632 South Maplewood Avenue (15th Ward).

SECTION 79. Removal of Disabled Parking Permit 10218 for 5039 South Ada Street (16th Ward).

SECTION 80. Removal of Disabled Parking Permit 16793 for 5810 South Artesian Avenue (16th Ward).

SECTION 81. Removal of Disabled Parking Permit 41280 for 7521 South Honore Street (17th Ward).

SECTION 82. Removal of Disabled Parking Permit 11665 for 7734 South Aberdeen Street (17th Ward).

SECTION 83. Removal of Disabled Parking Permit 20697 for 7517 South Green Street (17th Ward).

SECTION 84. Removal of Disabled Parking Permit 50501 for 8026 South Whipple Street (18th Ward).

SECTION 85. Removal of Disabled Parking Permit 31795 for 7821 South Winchester Avenue (18th Ward).

SECTION 86. Removal of Disabled Parking Permit 49561 for 7239 South Washtenaw Avenue (18th Ward).

SECTION 87. Removal of Disabled Parking Permit 6912 for 1419 West 105th Place (19th Ward).

SECTION 88. Removal of Disabled Parking Permit 5978 for 1333 West 99th Place (21st Ward).

SECTION 89. Removal of Disabled Parking Permit 31363 for 8337 South Kerfoot Avenue (21st Ward).

SECTION 90. Removal of Disabled Parking Permit 42691 for 2846 South Kedvale Avenue (22nd Ward).

SECTION 91. Removal of Disabled Parking Permit 48010 for 2829 South Spaulding Avenue (22nd Ward).

SECTION 92. Removal of Disabled Parking Permit 13795 for 2848 South Trumbull Avenue (22nd Ward).

SECTION 93. Removal of Disabled Parking Permit 21339 for 3851 West 31st Street (22nd Ward).

SECTION 94. Removal of Disabled Parking Permit 9703 for 2516 South Trumbull Avenue (22nd Ward).

SECTION 95. Removal of Disabled Parking Permit 16851 for 5522 South Massasoit Avenue (23rd Ward).

SECTION 96. Removal of Disabled Parking Permit 39483 for 5143 South Merrimac Avenue (23rd Ward).

SECTION 97. Removal of Disabled Parking Permit 32410 for 6122 South Rutherford Avenue (23rd Ward).

SECTION 98. Removal of Disabled Parking Permit 13492 for 5151 South Merrimac Avenue (23rd Ward).

SECTION 99. Removal of Disabled Parking Permit 37113 for 4923 South Knox Avenue (23rd Ward).

SECTION 100. Removal of Disabled Parking Permit 40702 for 6512 West 61st Street (23rd Ward).

SECTION 101. Removal of Disabled Parking Permit 41391 for 1631 South Hamlin Avenue (24th Ward).

SECTION 102. Removal of Disabled Parking Permit 17191 for 711 South Karlov Avenue (24th Ward).

SECTION 103. Removal of Disabled Parking Permit 8093 for 3822 West Polk Street (24th Ward).

SECTION 104. Removal of Disabled Parking Permit 41931 for 1448 South Karlov Avenue (24th Ward).

SECTION 105. Removal of Disabled Parking Permit 20074 for 3514 West Lexington Street (24th Ward).

SECTION 106. Removal of Disabled Parking Permit 7302 for 1528 South Kenneth Avenue (24th Ward).

SECTION 107. Removal of Disabled Parking Permit 47402 for 719 South Loomis Street (25th Ward).

SECTION 108. Removal of Disabled Parking Permit 35862 for 1929 West 23rd Street (25th Ward).

SECTION 109. Removal of Disabled Parking Permit 37798 for 2159 West Cullerton Street (25th Ward).

SECTION 110. Removal of Disabled Parking Permit 16931 for 2225 West 23rd Street (25th Ward).

SECTION 111. Removal of Disabled Parking Permit 16615 for 2042 West 18th Street (25th Ward).

SECTION 112. Removal of Disabled Parking Permit 42464 for 919 North Sacramento Avenue (26th Ward).

SECTION 113. Removal of Disabled Parking Permit 44002 for 4849 West Superior Street (28th Ward).

SECTION 114. Removal of Disabled Parking Permit 16006 for 1638 North Mason Avenue (29th Ward).

SECTION 115. Removal of Disabled Parking Permit 13009 for 5438 West Congress Parkway (29th Ward).

SECTION 116. Removal of Disabled Parking Permit 14907 for 1021 North Parkside Avenue (29th Ward).

SECTION 117. Removal of Disabled Parking Permit 13090 for 5714 West Huron Street (29th Ward).

SECTION 118. Removal of Disabled Parking Permit 20440 for 5227 West Quincy Street (29th Ward).

SECTION 119. Removal of Disabled Parking Permit 12337 for 5911 West Rice Street (29th Ward).

SECTION 120. Removal of Disabled Parking Permit 16851 for 5522 South Massasoit Avenue (29th Ward).

SECTION 121. Removal of Disabled Parking Permit 4933 for 2717 North Mason Avenue (30th Ward).

SECTION 122. Removal of Disabled Parking Permit 32988 for 2536 North Major Avenue (30th Ward).

SECTION 123. Removal of Disabled Parking Permit 15107 for 4209 West School Street (30th Ward).

SECTION 124. Removal of Disabled Parking Permit 11293 for 3420 North Kildare Avenue (30th Ward).

SECTION 125. Removal of Disabled Parking Permit 19298 for 4101 West Fletcher Street (31st Ward).

SECTION 126. Removal of Disabled Parking Permit 31510 for 4702 West Wellington Avenue (31st Ward).

SECTION 127. Removal of Disabled Parking Permit 39701 for 2521 North Tripp Avenue (31st Ward).

SECTION 128. Removal of Disabled Parking Permit 15628 for 2775 North Kenmore Avenue (32nd Ward).

SECTION 129. Removal of Disabled Parking Permit 4386 for 2140 West Iowa Street (32nd Ward).

SECTION 130. Removal of Disabled Parking Permit 8181 for 2616 North Magnolia Avenue (32nd Ward).

SECTION 131. Removal of Disabled Parking Permit 25651 for 4624 North Monticello Avenue (33rd Ward).

SECTION 132. Removal of Disabled 37772 for 4420 North Albany Avenue (33rd Ward).

SECTION 133. Removal of Disabled Parking Permit 26161 for 10543 South Morgan Street (34th Ward).

SECTION 134. Removal of Disabled Parking Permit 32017 for 11015 South Normal Avenue (34th Ward).

SECTION 135. Removal of Disabled Parking Permit 38915 for 3236 North Lawndale Avenue (35th Ward).

SECTION 136. Removal of Disabled Parking Permit 11281 for 2624 North Hamlin Avenue (35th Ward).

SECTION 137. Removal of Disabled Parking Permit 6576 for 3758 North Oleander Avenue (36th Ward).

SECTION 138. Removal of Disabled Parking Permit 31644 for 3433 North Ozanam Avenue (36th Ward).

SECTION 139. Removal of Disabled Parking Permit 49683 for 2844 North Natchez Avenue (36th Ward).

SECTION 140. Removal of Disabled Parking Permit 19325 for 1036 North Lawler Avenue (37th Ward).

SECTION 141. Removal of Disabled Parking Permit 16818 for 1028 North Lawler Avenue (37th Ward).

SECTION 142. Removal of Disabled Parking Permit 27879 for 1307 North Lorel Avenue (37th Ward).

SECTION 143. Removal of Disabled Parking Permit 44614 for 4346 West Cortez Street (37th Ward).

SECTION 144. Removal of Disabled Parking Permit 4400 for 734 North Lockwood Avenue (37th Ward).

SECTION 145. Removal of Disabled Parking Permit 12875 for 5855 West Waveland Avenue (38th Ward).

SECTION 146. Removal of Disabled Parking Permit 35037 for 4035 North McVicker Avenue (38th Ward).

SECTION 147. Removal of Disabled Parking Permit 40618 for 5023 North Harding Avenue (39th Ward).

SECTION 148. Removal of Disabled Parking Permit 21927 for 6148 North Karlov Avenue (39th Ward).

SECTION 149. Removal of Disabled Parking Permit 47768 for 5037 North Lawndale Avenue (39th Ward).

SECTION 150. Removal of Disabled Parking Permit 31232 for 2823 West Balmoral Avenue (40th Ward).

SECTION 151. Removal of Disabled Parking Permit 19361 for 6619 North Greenview Avenue (40th Ward).

SECTION 152. Removal of Disabled Parking Permit 39092 for 1756 West Granville Avenue (40th Ward).

SECTION 153. Removal of Disabled Parking Permit 18305 for 5828 North Artesian Avenue (40th Ward).

SECTION 154. Removal of Disabled Parking Permit 31160 for 1633 West Glenlake Avenue (40th Ward).

SECTION 155. Removal of Disabled Parking Permit 17598 for 2448 West Catalpa Avenue (40th Ward).

SECTION 156. Removal of Disabled Parking Permit 26395 for 5319 North Natoma Avenue (41st Ward).

SECTION 157. Removal of Disabled Parking Permit 35849 for 2150 North Lincoln Park West (43rd Ward).

SECTION 158. Removal of Disabled Parking Permit 46790 for 5016 North Parkside Avenue (45th Ward).

SECTION 159. Removal of Disabled Parking Permit 20894 for 5135 West Argyle Street (45th Ward).

SECTION 160. Removal of Disabled Parking Permit 17473 for 6237 West Holbrook Street (45th Ward).

SECTION 161. Removal of Disabled Parking Permit 29222 for 4878 North Magnolia Avenue (46th Ward).

SECTION 162. Removal of Disabled Parking Permit 44656 for 3615 North Artesian Avenue (47th Ward).

SECTION 163. Removal of Disabled Parking Permit 37659 for 4324 North Claremont Avenue (47th Ward).

SECTION 164. Removal of Disabled Parking Permit 17426 for 1836 West Grace Street (47th Ward).

SECTION 165. Removal of Disabled Parking Permit 4944 for 2109 West Eastwood Avenue (47th Ward).

SECTION 166. Removal of Disabled Parking Permit 28319 for 2040 West Berteau Avenue (47th Ward).

SECTION 167. Removal of Disabled Parking Permit 36376 for 6404 North Damen Avenue (50th Ward).

SECTION 168. Removal of Disabled Parking Permit 43522 for 6207 North St. Louis Avenue (50th Ward).

SECTION 169. Removal of Disabled Parking Permit 7270 for 2949 West Jerome Street (50th Ward).

SECTION 170. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Ward	Location
6	East 90th Street (south side) from South Dr. Martin Luther King, Jr. Drive to South St. Lawrence Avenue -- 7:00 A.M. to 10:00 A.M.;
6	South Dr. Martin Luther King, Jr. Drive (east side) at East 90th Street -- 7:00 A.M. to 10:00 A.M.;
30	West Cortland Street (south side) from a point 20 feet east of North Kedvale Avenue, to a point 220 feet east thereof -- parking prohibited on school days -- 8:00 A.M. to 4:30 P.M. (06-01447960).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed April 27, 1960 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2507) which reads:

"West Fullerton Avenue (both sides) from a point 200 feet east, to a point 200 feet west of North Rockwell Street"

also an ordinance passed September 15, 1964 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3130) which reads:

"West Fullerton Avenue (north side) from North Western Avenue to North Avondale Avenue"

also repeal ordinance passed September 15, 1964 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3130) which reads:

"West Fullerton Avenue (south side) from North Western Avenue to North Avondale Avenue"

also repeal ordinance passed April 27, 1960 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2507) which reads:

"West Fullerton Avenue (both sides) from a point 200 feet east, to a point 200 feet west of North Western Avenue"

also repeal ordinance passed November 16, 1964 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3342) which reads:

"West Fullerton Avenue (north side) from North Western Avenue, to a point 200 feet west thereof -- no parking -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday, except Saturdays, Sundays and holidays" by striking all of the above ordinances (1st Ward) (06-01535752).

SECTION 2. Repeal ordinance passed December 14, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 67167) which reads:

"South Wabash Avenue (west side) from a point 116 feet south of East 11th Street, to a point 50 feet south thereof -- 7:00 A.M. to 12:00 Midnight" by striking the above (2nd Ward) (06-00795482).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Parking Limitation During Specified Hours.

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

SECTION 1. Repeal ordinance passed September 10, 1954 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 8199) which reads:

"West 100th Street (both sides) from South Prospect Avenue to South Wood Street -- 1 hour -- 8:00 A.M. to 6:00 P.M. -- all days" by striking the above (19th Ward) (06-01864346).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Industrial Permit Parking Zone.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as industrial permit parking zones, for the following location:

Ward	Location
47	4000 -- 4199 North Ravenswood Avenue (both sides) east of roadway only, from West Irving Park Road to West Berteau Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 57).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090, of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones for the following locations:

Ward	Location
13	South Kolmar Avenue (both sides) from West 55th Street to the first alley south (4525 to 4535) extension of Zone 887;
20	6500 block of South Vernon Avenue (Zone 1311);
20	900 block of East 61st Street -- at all times (Zone 1287);
34	West 110th Place, between South Wentworth Avenue and South Princeton Avenue -- at all times (Zone 1312);
46	4400 block of North Racine Avenue (both sides), 4400 block of North Clifton Avenue (both sides) and West Sunnyside Avenue, between North Clifton Avenue and North Racine Avenue (both sides) -- 9:00 A.M. to 8:00 P.M. -- Monday through Friday (Zone 1130).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Removal of Zone 1290 for the 6700 block of South Michigan Avenue, between East 67th Street and East 68th Street (20th Ward).

SECTION 2. Removal of Zone 30 for the 5400 block of South Oak Park Avenue (both sides) between South Archer Avenue and West 56th Street (5400 -- 5458 South Oak Park Avenue) (23rd Ward).

SECTION 3. Removal of Zone 1151 for the 5100 block of South Hamlin Avenue (both sides) (5100 -- 5158 South Hamlin Avenue) (23rd Ward).

SECTION 4. Removal of Zone 842 for the 6400 block of West 57th Street, from South Natchez Avenue to the first alley west (alongside 5700 South Natchez Avenue) (23rd Ward).

SECTION 5. Amend Zone 755 for the 1900 -- 1947 North Kildare Avenue (east side) (to include) between West Armitage Avenue and West Cortland Street (1900 -- 1947 North Kildare Avenue (east side)) (30th Ward).

SECTION 6. Amend Zone 96 on the 2600/2700 blocks of North Francisco Avenue -- at all times by striking:

"at all times"

and inserting:

"at all times -- Monday through Sunday, except between 9:00 A.M. to 3:00 P.M. on Sundays" (35th Ward).

SECTION 7. Removal of Zone 1128 for the 4600 block of North Chester Avenue, between West Wilson Avenue, and West Leland Avenue (36th Ward).

SECTION 8. Removal of Zone 1016 for 8459 West Leland Avenue on North Chester Avenue, between North Maria Avenue and North Chester Avenue (36th Ward).

SECTION 9. Removal of Zone 1275 for the 7100 block of West Strong Street, between North Neva Avenue and North Harlem Avenue (41st Ward).

SECTION 10. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF SOUTH ELLIS AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 13, 2006) a proposed ordinance to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the street or other public way designated within the limits specified:

Ward	Location
4	South Ellis Avenue, from East Oakwood Boulevard to East 43rd Street -- 25 miles per hour (06-01854741).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 8, March 29, April 26, May 24, June 28, July 26, September 11 and December 11, 2006) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane-tow-away zones,

between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	West North Avenue (north side) from a point 20 feet west of North Marshfield Avenue to a point 65 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 10:00 A.M. to 7:00 P.M. (06-00795887);
2	South Wabash Avenue (west side) from a point 74 feet north of East Balbo Avenue, to a point 21 feet north thereof -- 30 minute standing zone with flashing lights -- 7:00 A.M. to 4:00 P.M. and 6:00 P.M. to 10:00 P.M. -- Monday through Friday and 7:00 A.M. to 10:00 P.M. -- Saturday and Sunday -- after 30 minutes, tow-away zone (06-00598750);
2	East 16th Street (south side) from a point 100 feet east of South Wabash Avenue, to a point 74 feet east thereof -- 30 minute standing zone with lights flashing -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- after 30 minutes, tow-away zone (06-00796280);
2	South Wabash Avenue (west side) from a point 20 feet south of East Harrison Street, to a point 35 feet south thereof -- 15 minute standing zone with flashing lights -- 6:00 A.M. to 4:00 P.M. and 6:00 P.M. to 5:00 A.M. -- Monday through Friday and all day -- Saturday and Sunday -- after 15 minutes tow-away zone (06-00355106);

Ward	Location
2	West Monroe Street (north side) from a point 20 feet west of South Ashland Avenue, to a point 52 feet west thereof -- 30 minute standing zone with flashing lights -- Monday through Saturday -- after 30 minutes tow-away zone (06-00795655);
2	South Michigan Avenue (east side) from a point 146 feet north of East Cullerton Street, to a point 102 feet north thereof -- 30 minute standing zone with flashing lights -- 8:00 A.M. to 7:00 P.M. -- after 13 minutes tow-away zone (06-01214747);
2	South Wabash Avenue (west side) from a point 145 feet south of East Harrison Avenue, to a point 40 feet south thereof -- 15 minute standing zone with flashing lights -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 12:00 Midnight -- Monday through Friday and 9:00 A.M. to 12:00 Midnight -- Saturday and Sunday (06-01214815);
10	East 100th Street (both sides) from South Commercial Avenue to a point 200 feet east thereof -- tow-away zone (06-0185 8069);
12	West 38th Street (north side) from South Campbell Avenue to South Archer Avenue -- 30 minute standing zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday -- use flashing lights -- tow-away zone after 30 minutes (06-01858994);
12	South Campbell Avenue (east side) from West 38th Street to a point 70 feet north thereof -- 30 minute standing zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday -- use flashing lights -- tow-away zone after 30 minutes (06-01858781);

Ward	Location
23	South Archer Avenue (both sides) from South Lamon Avenue to South Lacrosse Avenue -- no parking of trucks -- tow-away zone (06-02229136);
27	West Oak Street (south side) from a point 30 feet west of North Larrabee Street, to a point 86 feet west thereof -- tow-away zone -- 7:00 A.M. to 3:00 P.M. -- Monday through Saturday (06-01542532);
31	4429 West Diversey Avenue -- 7:00 A.M. to 11:00 P.M. -- Monday through Sunday (06-01542454);
32	North Milwaukee Avenue (east side) from a point 290 feet north of West North Avenue, to a point 25 north thereof -- 15 minute standing zone -- 8:00 A.M. to 10:00 P.M. -- use flashing lights (06-01867561);
34	South Wentworth Avenue (east side) from West 111th Street to West 110th Place -- at all times (06-00809918);
39	West Lawrence Avenue (south side) from North Springfield Avenue to a point 200 feet east thereof -- tow-away zone (06-01873548);
39	West Lawrence Avenue (south side) from a point 140 feet east of North Karlov Avenue, to a point 30 feet east thereof -- (06-01872505);
42	North Clark Street (east side) just north of West Delaware Place (in place of meter Numbers 24042 and 24043) at all times -- all days (public benefit);

Ward	Location
43	North Clark Street (west side) from a point 20 feet south of West Schubert Avenue, to a point 40 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow -away zone -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 20 feet south of West Drummond Place, to a point 40 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (east side) from a point 91 feet south of West Dickens Avenue, to a point 40 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 43 feet south of West Fullerton Avenue, to a point 41 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 9:00 A.M. to 5:00 P.M. -- all days (public benefit);
43	North Clark Street (east side) from a point 20 feet north of West Belden Avenue, to a point 40 feet north thereof -- 15 minute standing zone -- use flashing lights - tow-away zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (public benefit);

Ward	Location
43	North Clark Street (east side) from a point 20 feet north of West Arlington Street, to a point 60 feet north thereof - - 15 minute standing zone -- use flashing lights - tow-away zone -- 9:00 A.M. to 3:00 P.M. -- all days (public benefit);
43	North Clark Street (west side) from a point 265 feet north of West Fullerton Avenue to a point 40 feet north thereof -- 15 minute standing zone -- use flashing lights - tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (east side) from a point 20 feet north of West Deming Place, to a point 40 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
43	North Clark Street (west side) from a point 20 feet south of West Wrightwood Avenue, to a point 40 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 9:00 A.M. to 3:00 P.M. -- Monday through Saturday (public benefit);
44	West Briar Street (south side) from a point 25 feet east of North Broadway, to a point 22 feet east thereof -- 15 minute standing zone -- use flashers -- tow-away zone -- 6:00 A.M. to 10:00 P.M. -- all days (06-01450370);
46	West Leland Avenue (north side) from a point 45 feet west of North Sheridan Road, to a point 25 feet west thereof -- 15 minute standing zone with flashers -- tow-away zone after 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (06-0544063);

Ward	Location
46	West Argyle Street (north side) from a point 165 feet west of North Sheridan Road, to a point 50 feet west thereof -- 15 minute standing zone with flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday (06-01062832);
46	West Grace Street (south side) from a point 92 feet west of North Lake Shore Drive, to a point 61 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 7:00 A.M. to 12:00 Midnight (06-01544049);
47	North Lincoln Avenue (east side) from a point 40 feet south of West Berenice Avenue, to a point 22 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 10:00 P.M. (06-0145251);
47	North Ashland Avenue (west side) from a point 175 feet south of West Byron Street, to a point 50 feet south thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (06-01452072);
47	North Western Avenue (west side) from a point 80 feet south of West Wilson Avenue to a point 22 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes, 10:00 A.M. to 10:00 P.M. -- Tuesday through Sunday -- (06-01062974);

Ward	Location
49	North Rogers Avenue (south side) from a point 280 feet east of North Ashland Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing --tow-away zone after 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday and 9:00 A.M. to 3:00 P.M. -- Saturday (06-01452428).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

SECTION 1. Amend ordinance which reads:

"2400 block of West Armitage Avenue (north side) from North Western Avenue to North Milwaukee Avenue -- 7:00 A.M. to 7:00 P.M. -- all days" by striking:

"7:00 A.M. to 7:00 P.M. -- all days"

and inserting:

"at all times"(1st Ward) (06-00961885).

SECTION 2. Repeal ordinance passed June 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2520) which reads:

"South Laramie Avenue (east side) from a point 20 feet north of West 55th Street, to a point 630 feet north thereof" (23rd Ward) (03-00520867).

SECTION 3. Amend ordinance which reads:

"West Wrightwood Avenue (south side) from a point 20 feet east of North Clark Street, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- 3:00 P.M. to 12:00 A.M. -- tow-away zone"

by striking:

"15 minute standing zone -- use flashers"

and inserting:

"loading zone" (43rd Ward) (06-01061496).

SECTION 4. Amend ordinance passed March 27, 1952 (*Journal of the Proceedings of the City Council of the City of Chicago*) which established a tow-away zone for 40 feet in front of 445 West Wellington Avenue by striking the above and inserting:

"West Wellington Avenue (south side) from a point 160 feet east of North Pine Grove Avenue, to a point 30 feet east thereof -- tow-away zone" (44th Ward) (06-01061890).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 24, June 28, September 13 and October 13, 2006) a proposed ordinance and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and orders submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinance and orders as passed (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

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

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
1	"All-Way Stop" sign, on North Clybourn Avenue at North Hoyne Avenue and St. George Street (06-01853891;

Ward	Type Of Sign And Location
1	"Stop" sign, stopping eastbound traffic on West Altgeld Street at North Washtenaw Avenue (06-01853891);
3	"All Way Stop" sign, at South Wells Street and West Pershing Road (06-02040032);
4	"All-Way Stop" sign, at South Kenwood Avenue and East 48th Street (06-01854815);
6	"Stop" sign, stopping East 89th Street for South Prairie Avenue (06-01854903);
6	"Stop" sign, stopping South Dr. Martin Luther King, Jr. east at East 89th Street;
6	"Stop" sign, stopping southbound traffic on East 89th Street at South Eberhart Avenue (06-1536483);
7	"All-Way Stop" sign, at South Burnham Avenue and East 78th Street (06-02041075);
7	"All-Way Stop" sign, at South Burnham Avenue and East 77th Street (06-02041032);
8	"All-Way Stop" sign, at South Avalon Avenue and East 78th Street (06-01855002);
8	"All-Way Stop" sign, at South Drexel Avenue and East 86th Street (06-01855080);
18	"All-Way Stop" sign, at South Sacramento Avenue and West 72nd Street (06-01864222);

Ward	Type Of Sign And Location
18	"All-Way Stop" sign, at South Wood Street and West 82nd Street (06-01864264);
18	"All-Way Stop" sign, at South Honore Street and West 80th Street (06-01864294);
23	"All-Way Stop" sign, at South Menard Avenue and West 56th Street (06-02042167);
23	"Two-Way Stop" sign, stopping West 59th Street for South Neva Avenue (06-01864851);
23	"All-Way Stop" sign, at South Mayfield Avenue and West 56th Street (06-01215881);
23	"All-Way Stop" sign, at West 57th Street and South Moody Avenue;
23	"All-Way Stop" sign, at West 48th Street and South Kilpatrick Avenue;
23	"All-Way Stop" sign, at West 59th Street and South Rutherford Avenue;
27	"All-Way Stop" sign, at North Aberdeen Street and West Kinzie Street (06-01866578);
27	"All-Way Stop" sign, at North May Street and West Fulton Market (06-01866835);
32	"All-Way Stop" sign, at North Oakley Boulevard and West Superior Street (06-01867681);
34	"All-Way Stop" sign, at South Racine Avenue and West 112th Street (06-01867890);

Ward	Type Of Sign And Location
34	"All-Way Stop" sign, at South Throop Street and West 112th Street (06-01867924);
37	"Two-Way Stop" sign, stopping West Augusta Boulevard for North Pine Avenue;
39	"Two-Way Stop" sign, stopping West Leland Avenue for North Keeler Avenue (06-01872308);
39	"All-Way Stop" sign, at North Spaulding Avenue and West Ardmore Avenue (06-01872254);
45	"Two-Way Stop" sign, stopping West Ainslie Street for North Major Avenue (06-01873718);
45	"One-Way Stop" sign, stopping eastbound West Peterson Avenue for North Manton Avenue (06-01061996);
45	"All-Way Stop" sign, at North Linder Avenue and West Windsor Avenue (06-02047359);
45	"All-Way Stop" sign, at North Major Avenue and West Gunnison Street (06-1873742);
50	"All-Way Stop" sign, at North Francisco Avenue and West Morse Avenue (06-01874302).

Installation Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install miscellaneous signs at the below listed locations:

Ward	Location And Type Of Sign
23	South New England Avenue, from West 63rd Place to West 64th Street -- Monday through Friday. Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices -- "Close To Traffic" (06-01864699);
30	North Kedvale Avenue (east side) from a point 30 feet south of West Cortland Street, to a point 250 feet south thereof -- "Permit Parking Zone During School Days -- 8:00 A.M. To 4:30 P.M. -- Monday Through Friday -- Excluding Holidays -- School Personnel Only" and West Cortland Street (south side) from a point 100 feet east of North Kedvale Avenue, to a point 140 feet east thereof and North Karlov Avenue (east side) from a point 20 feet south of West Cortland Street, to a point 72 feet south thereof -- "Permit Parking Zone During School Days -- 8:00 A.M. To 4:30 P.M. -- Monday through Friday -- Excluding Holidays -- School Personnel Only" (06-01544807);
33	West Wellington Avenue (both sides) from North California Avenue to the first alley west -- "Diagonal Parking", with construction (06-01449217);
41	7300 -- 7355 West Farwell Avenue, from North Octavia Avenue to the alley -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- all school days (during 2006/2007 school year). Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices -- "Close To Traffic" (06-02046597);

Ward	Location And Type Of Sign
41	In the alley (7355 West) adjacent to the west side of the school, from West Pratt Avenue to West Farwell Avenue -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- all school days (during 2006/2007 school year). Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices -- "Close To Traffic" (06-02046822);
41	On West Pratt Avenue (7300 -- 7355 West Pratt Avenue) from North Odell Avenue to North Oketo Avenue -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- all school days (during the 2006/2007 school year). Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices -- "Close To Traffic" (06-02046898);
49	West Estes Avenue (south side) from North Clark Street to North Ravenswood Avenue -- "Service Drive/Perpendicular Parking", with construction (06-02047902).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders

(transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, December 13, 2006.

To The President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred (July 27, 2005, April 26, May 24, June 28, July 26, September 13, October 4 and November 1, 2006) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
12	3427 West 37th Place (in alleyway on the west side of building) (between West 37th Place and West 38th Street). No City Council action necessary. Requested signs will be installed (06-02041598).

Parking Prohibited At All Times -- Disabled:

Ward	Location
3	3800 South Dr. Martin Luther King, Jr. Drive -- 2% disabled parking. Duplicate proposal previously recommended on proposal dated September 13, 2006 (06-02039858);
16	6126 South Ada Street -- Disabled Parking Permit 53323. Duplicate application of September 13, 2006. Will pass on December 13, 2006;
28	4532 West Maypole Avenue -- Disabled Parking Permit 50919. Exceeds amount of disabled parking allowed on a residential street;
28	5418 West Washington Boulevard -- Disabled Parking Permit 50030. Main arterial street;
28	2619 West 22nd Place -- Disabled Parking Permit 50027. Temporary placard;
32	3007 North Ashland Avenue -- disabled parking permit. Arterial or main street. Zoned Bl-2;
32	1318 West Nelson Street -- disabled parking permit. Duplicate ordinance proposal with Permit 50259 was introduced on September 13, 2006 and will pass on December 13, 2006;
37	5524 West Cortez Street -- Disabled Parking Permit 50476. Exceeds amount of disabled signs allowed on a residential street.

Parking Prohibited During Specified Hours:

Ward	Location
10	West side of South Avenue L at 114th Street -- 7:00 A.M. to 4:00 P.M. -- school days. No City Council action necessary for warning signs. Requested signs will be posted (06-01858147).

Loading Zones:

Ward	Location
2	19 East 21st Street (25 feet) (valet) at all times -- all days. Request withdrawn (06-01854083);
18	2547 West Lithuanian Plaza Court -- 6:30 A.M. to 8:30 A.M. and 4:30 P.M. to 6:30 P.M. -- Monday through Friday -- Request withdrawn by requestor (06-01864182);
18	2545 West Lithuanian Plaza Court -- 6:30 A.M. to 8:30 A.M. and 4:30 P.M. to 6:30 P.M. -- Monday through Friday. Request withdrawn by requestor (06-01864011);
27	1432 North Wieland Street, between West Schiller Street and West North Avenue, from alley to the end of the building -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. No City Council action necessary for the installation of school signs. A traffic engineering study will be initiated to determine the need for signs (06-01542492);

Ward	Location
27	1700 -- 1710 West Fulton Street, between North Wood Street and North Paulina Street -- 6:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn (06-010575574);
27	242 North Western Avenue, between West Fulton Boulevard and West Lake Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (06-01438964);
27	1212 West Grand Avenue -- 15 minute loading with flashers -- 7:00 A.M. to 8:00 P.M. -- all days. Duplicate proposal. Previously recommended on proposal dated May 24, 2006 (SR Numbers 06-01057814 and 06-01215967);
27	525 North Halsted Street (signs to be placed on West Ohio Street east of North Halsted Street) at all times -- all days. No City Council action necessary for driveway prohibition signs (06-01542507);
27	304 North Halsted Street -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday. This location falls within a bus stop (06-01542460);
33	2837 -- 2855 West Irving Park Road -- 8:00 A.M. to 4:00 P.M. -- Monday through Tuesday. Duplicate proposal. Previously recommended (06-01058931);
33	4661 North Kedzie Avenue (on West Leland Avenue side of business for 50 feet) loading zone/tow-away zone. Duplicate proposal. Previously recommended on proposal dated May 24, 2006 (SR Numbers 06-01059029 and 06-01448907);

Ward	Location
33	4545 North Kedzie Avenue -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated May 24, 2006 (SR Numbers 06-01059376 and 06-01448830);
33	4639 -- 4641 North Kedzie Avenue -- loading zone/tow-away zone. Duplicate proposal. Previously recommended on proposal dated May 24, 2006 (SR Numbers 06-011059323 and 06-01448800);
33	3905 North California Avenue -- disabled loading zone -- tow-away zone at all times (public benefit). Request withdrawn by requestor (06-01448383);
33	3935 North California Avenue -- disabled loading zone /tow-away zone -- at all times. Request withdrawn (06-01449170);
37	5168 West Bloomingdale Avenue -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday. Not recommended. Request withdrawn by Alderman (06-01059718);
43	2476 North Lincoln Avenue -- 5:00 P.M. to 2:00 A.M. -- Thursday and Friday -- 11:00 A.M. to 3:00 A.M. -- Saturday. Request withdrawn (05-01352280).

Diagonal Parking:

Ward	Location
35	3408 -- 3410 West Parker Avenue. Project was scrapped (06-00810795).

Miscellaneous Signs:

Ward	Location And Type Of Signs
1	"Do Not Block Intersection" signs, east- and westbound traffic on West Armitage Avenue at the intersection with North Stave Street. No City Council action necessary for warning signs. Requested signs will be posted (06-02038869);
40	"Do Not Litter" signs, 6300 block of North Hermitage Avenue. No City Council action necessary for the installation of warning signs. Traffic engineering study will be initiated to determine the need for warning signs. (06-02046473).

Residential Permit Parking Zones:

Ward	Location
13	4000 Block of West 58th Place (both sides) at all times -- all days. Does not meet zoning requirements.

Single Direction:

Ward	Location
12	Alley between South Whipple Street, South Albany Avenue, West 25th Street and West 26th Street -- southerly. The narrow width of the alley prohibited the installation of the signs necessary for enforcement (06-01859124);

Ward	Location
28	South Washtenaw Avenue, from West Roosevelt Road to West Ogden Avenue -- southerly. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (06-01058295).

Tow-Away Zones:

Ward	Location
2	80 East Van Burn Street (south side) no parking/no standing/tow-away zone at all times -- all days. No City Council action necessary for warning signs. Requested signs will be posted (06-02039012);
40	North Clark Street (west side) from a point 64 feet north of West Balmoral Avenue, to a point 19 feet north thereof -- 15 minute standing zone/tow-away zone with flashing lights -- 9:00 A.M. to 6:00 P.M. -- all days. Duplicate proposal. Previously recommended on proposal dated March 29, 2006 (06-01449563);
44	3473 North Clark Street -- 15 minute standing zone/tow-away zone except with flashing lights -- 10:00 A.M. to 7:00 P.M. -- Sunday through Saturday. Previously recommended on September 26, 2006 T&S Numbers (06-01817954 and 06-02047263).

Traffic Warning Signs And Signals:

Ward	Type Of Sign And Location
3	"Two-Way Stop" signs, stopping north- and southbound traffic on South Paulina Street at West 45th Street. Duplicate proposal. Previously recommended on a proposal dated July 26, 2006 (06-01854622);
8	"Stop signs", stopping southbound traffic on South Dorchester Avenue at East 86th Street. Duplicate proposal. Previously passed September 1, 1999, page 10554. All signs are posted. (06-01857152);
9	"Stop signs", stopping southbound traffic at the intersection of South Wabash Avenue and East 125th Street. Request withdrawn (06-02041388);
11	"Stop signs", stopping north- and southbound traffic on South Union Avenue at 46th Place. Duplicate (06-01858702);
24	"Stop" signs, eastbound traffic on West 13th Street at South Albany Avenue. Duplicate proposal. Previously recommended on proposal dated September 13, 2006 (06-01865164);
27	"All-Way Stop" signs, West Fulton Boulevard and North Green Street. Duplicate proposal. Previously passed July 27, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 54021 (06-01866906);

Ward	Type Of Sign And Location
27	"All-Way Stop" signs, West Wayman Street and North Green Street. Duplicate proposal. Previously passed on November 1, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60028) (06-01866851);
27	"All-Way Stop" signs, West Kinzie Street and North Green Street. Duplicate proposal. Previously passed November 1, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60028) (06-01866640);
34	"All-Way Stop" signs, South Davol Street and West Edmaire Street. Duplicate proposal. Previously passed on March 19, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 41465) (06-01867835).

Amend Parking Prohibited At All Times:

Ward	Location
24	Repeal parking prohibited at all times located at 1237 South Homan Avenue. No City Council action necessary. All parking is normally prohibited by ordinance within the right-of-way of an intersection (06- 01047432);

Ward	Location
33	Removal of "Parking Prohibited At All Times" signs located on North Central Park Avenue (west side) from West Montrose Avenue to the first alley south. No City Council action necessary for this request. There is not an ordinance establishing no parking at this location. Sign will be removed (06-01449141).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
6	Removal of Disabled Parking Permit 18188 signs located at 7943 South Vernon Avenue;
11	Removal of Disabled Parking Permit 31558 signs located at 3330 South Emerald Avenue. Duplicate of introduction for 3328 South Emerald Avenue, which is scheduled to pass on December 13, 2006;
22	Removal of Disabled Parking Permit 9703 signs located at 2516 South Drake Avenue. Wrong address.

Amend Loading Zones:

Ward	Location
44	Amend loading zone/tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday at 1000 -- 1008 West Belmont Avenue by striking: "loading zone/tow-away zone" and inserting: 15 minute standing zone -- unattended vehicles must have lights flashing -- at all times". Previously recommended on October 2, 2006 T&S Numbers 06-01847091 and 06-02047213;

Ward	Location
44	Amend loading zone -- 8:00 A.M. to 5:00 P.M. located at 524 West Melrose Street by striking: "8:00 A.M. to 5:00 P.M." and inserting: "7:00 A.M. to 6:00 P.M.". Duplicate of T&S 06-01245412 (06-01543829).

Repeal Single Direction:

Ward	Location
1	Repeal single direction -- northerly on the 2700 block of North Campbell Avenue. Request withdrawn (06-00962057).

Amend Tow-Away Zone:

Ward	Location
18	Repeal no parking tow-away zone located at 2628 West 87th Street. Request withdrawn (06-02042085);
43	Repeal tow-away zone -- at all times located at 1907 North Lincoln Park West. Duplicate proposal. Previously repealed on proposal dated April 22, 2000. Signs will be removed (06-01450407).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on November 8, 2006 and November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Blackstone Hotel Developer, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Blackstone Hotel Developer, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) existing vaults beneath the public right-of-way adjacent to its premises known as 636 South Michigan Avenue. Said existing vaults shall be described as follows:

Under and along South Michigan Avenue, said vault shall measure ninety-four (94) feet, eleven (11) inches in length and thirty (30) feet, one (1) inch in width.

Under and along East Balbo Drive, said vault shall measure two hundred two (202) feet, six (6) inches in length and fourteen (14) feet, nine (9) inches in width.

Vaults have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

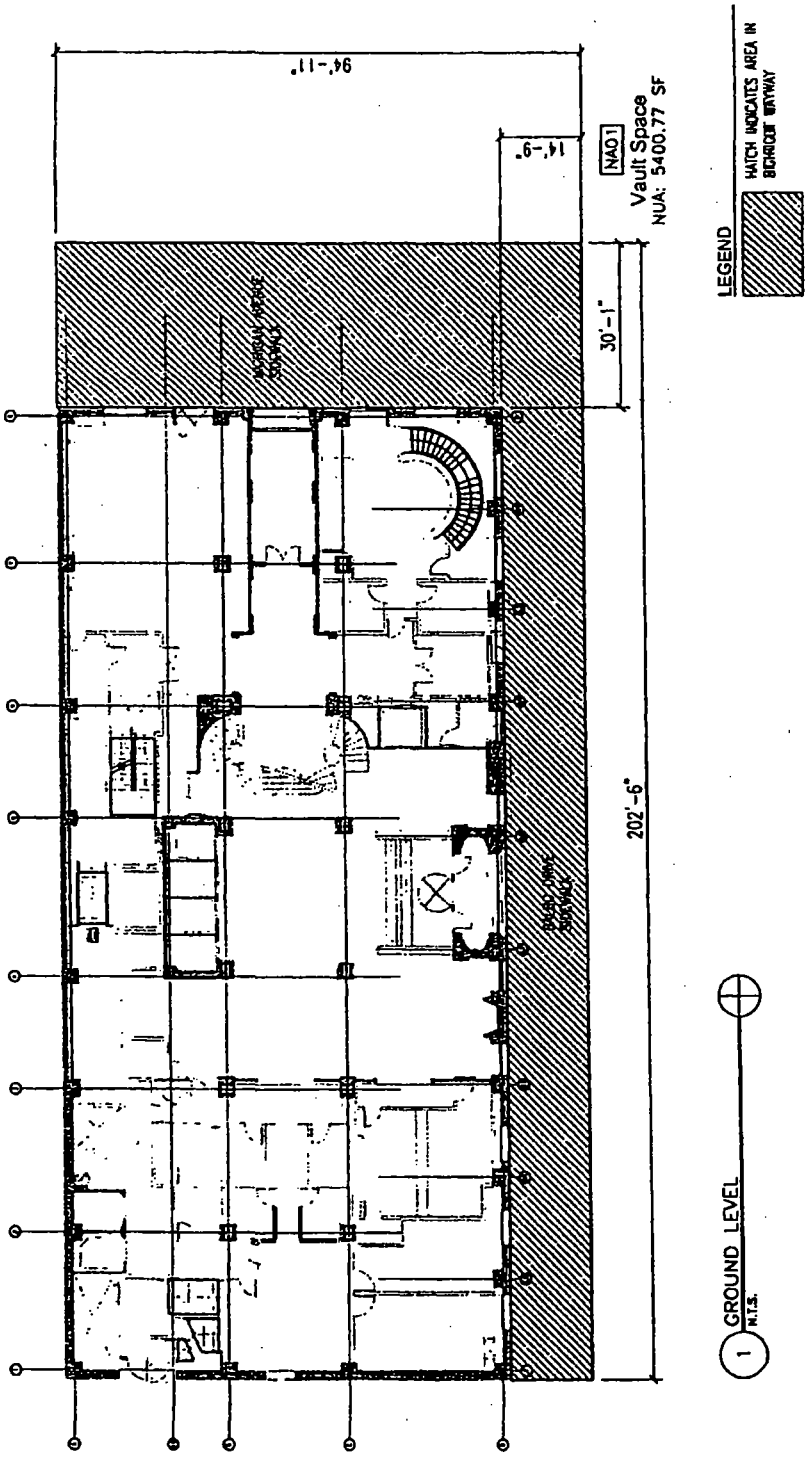
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1057123 herein granted the sum of Three Thousand Two Hundred Seventy-eight and no/100 Dollars ($3,278.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after due date.

[Drawing referred to in this ordinance printed on page 95255 of this *Journal*.]

Ordinance associated with this drawing printed on page 95254 of this *Journal*.



Carolina Classic Gyros.

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

SECTION 1. Permission and authority are hereby given and granted to Carolina Classic Gyros, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1543 West 47th Street. Said sign shall measure four (4) feet in length and five (5) feet in height for a total of twenty (20) square feet. Height from grade shall be fifteen (15) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053045 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95257 of this *Journal.*]

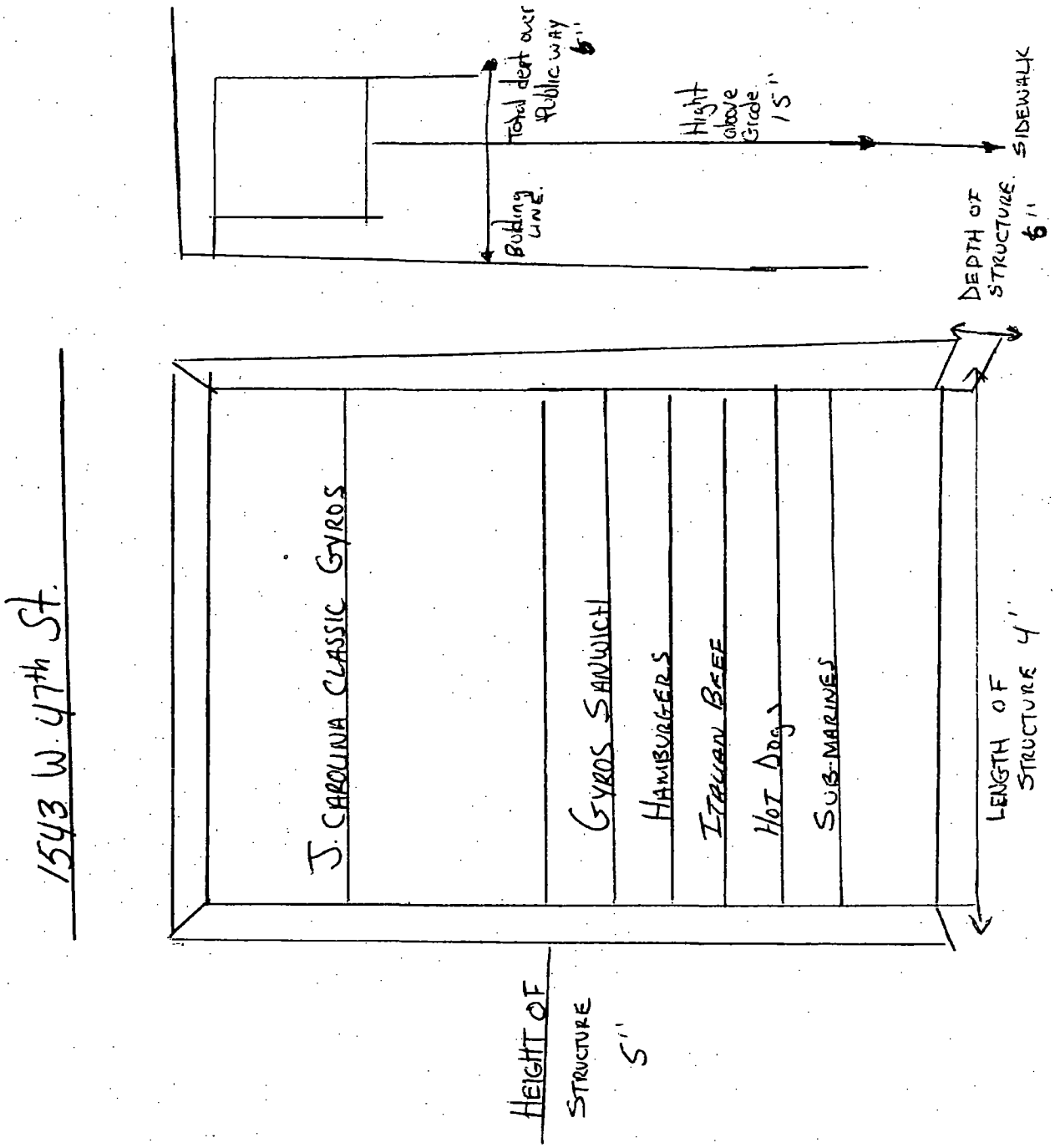
Chicago Housing Authority/ Judge Green Apartments.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago

(Continued on page 95258)

Ordinance associated with this drawing printed on page 95256 of this *Journal*.



(Continued from page 95256)

Housing Authority/Judge Green Apartments, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing fence on the public right-of-way adjacent to its premises known as 4030 South Lake Park Avenue. Said fence shall surround the Chicago Housing Authority property and be described as follows:

Along South Lake Park Avenue, said fence shall measure three hundred twelve (312) feet in length. Fence shall be approximately one (1) foot over the property line.

Fence has been constructed in accordance with plans and specifications approved by the Department of Transportation and Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

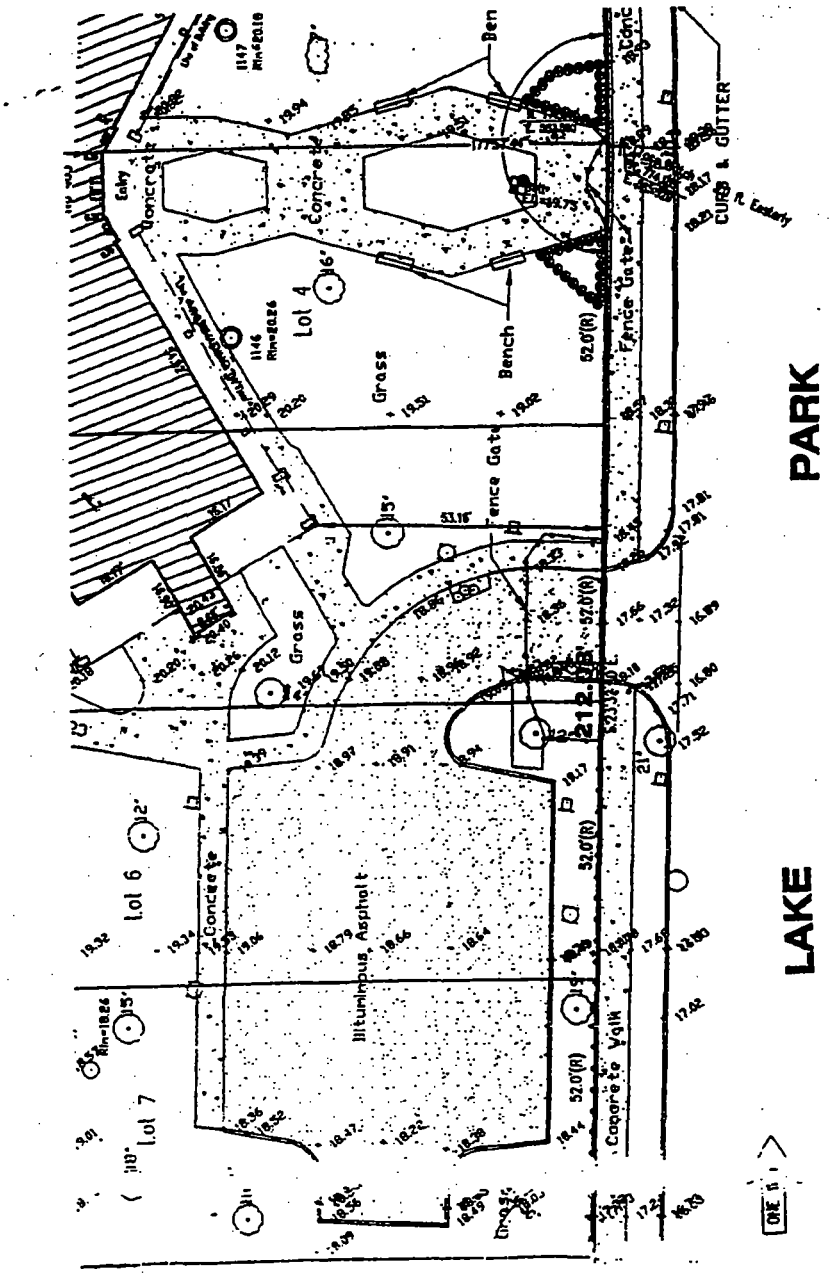
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052975 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed on page 95259 of this *Journal*.]

Ordinance associated with this drawing printed on pages 95256 and 95258 of this *Journal*.



Chicago Housing Authority/
Lincoln Perry Annex.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Housing Authority/Lincoln Perry Annex, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) existing fences on the public right-of-way adjacent to its premises known as 243 East 32nd Street. Said existing fences shall be described as follows:

Along South Giles Avenue, said fence shall measure one hundred twenty-five (125) feet in length. Fence is approximately one (1) foot over the property line.

Along South Prairie Avenue, said fence shall measure two hundred seventy (270) feet in length. Fence is approximately one (1) foot over the property line.

Fences have been constructed in accordance with plans and specifications approved by the Department of Transportation and Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

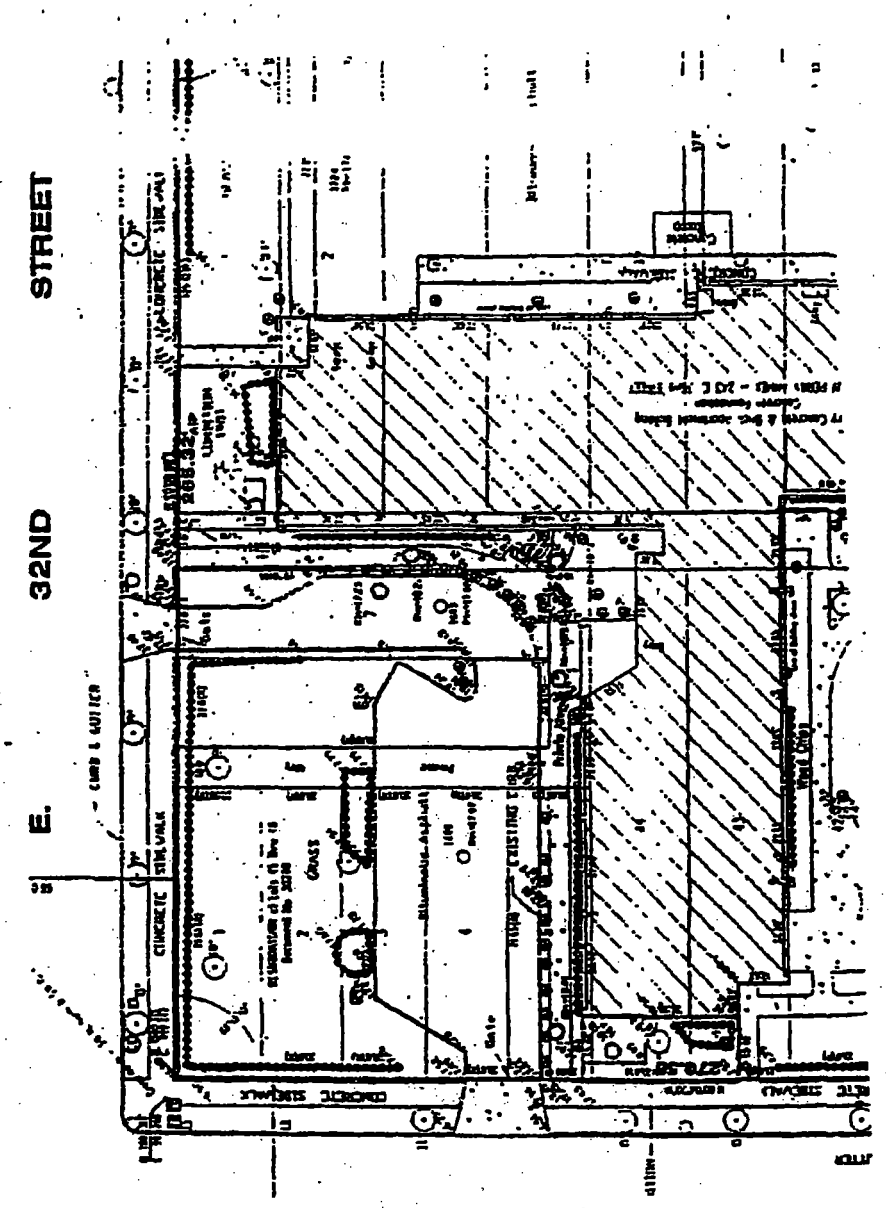
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052976 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed on page 95261 of this *Journal.*]

Ordinance associated with this drawing printed on page 95260 of this *Journal*.



Chicago Housing Authority/
Lincoln Perry Apartments.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Housing Authority/Lincoln Perry Apartments, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) existing fences on the public right-of-way adjacent to its premises known as 3245 South Prairie Avenue. Said existing fences shall be described as follows:

Along South Giles Avenue, said fence shall measure three hundred thirty (330) feet in length. Fence is approximately one (1) foot over the property line.

Along South Prairie Avenue, said fence shall measure two hundred sixty-six (266) feet in length. Fence is approximately one (1) foot over the property line.

Along East 33rd Street, said fence shall measure three hundred thirty (330) feet in length. Fence is approximately one (1) foot over the property line.

Fences have been constructed in accordance with plans and specifications approved by the Department of Transportation and Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

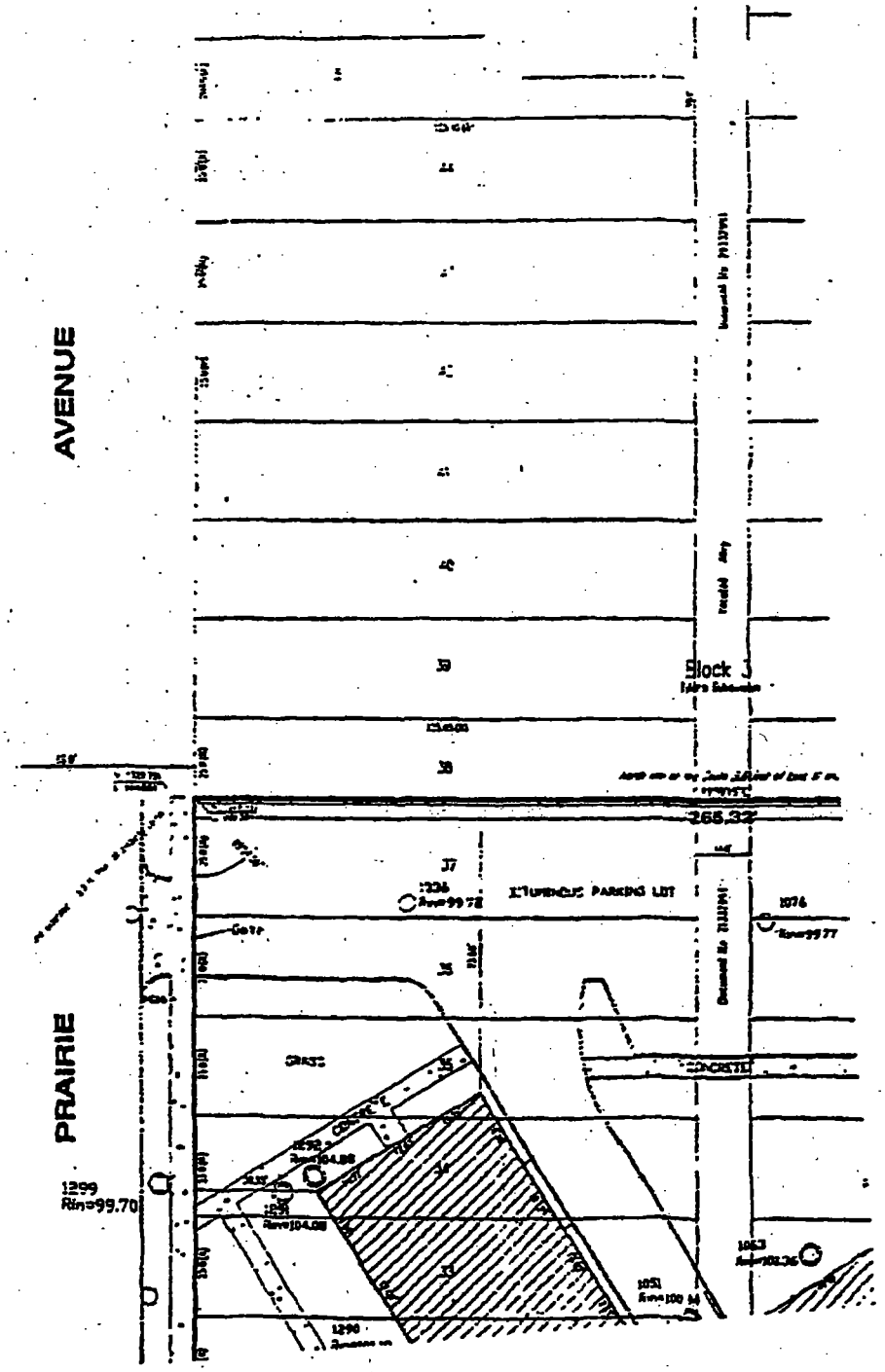
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052978 herein granted the sum of Eight Hundred Six and no/100 Dollars ($806.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed on page 95263 of this *Journal.*]

Ordinance associated with this drawing printed on page 95262 and of this *Journal*.



Chicago Housing Authority/
Princeton Apartments.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Housing Authority/Princeton Apartments, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) existing fences on the public right-of-way adjacent to its premises known as 4250 South Princeton Avenue. Said existing fences shall be described as follows:

Along South Princeton Avenue, said fence shall measure two hundred sixty-three (263) feet in length. Fence encroaches the public way between two (2) and six (6) feet along each length at various intervals.

Along West 43rd Street, said fence shall measure three hundred twenty-five (325) feet in length. Fence encroaches the public way between two (2) and six (6) feet along each length at various intervals.

Fences have been constructed in accordance with plans and specifications approved by the Department of Transportation and Office of Emergency Management and Communications.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

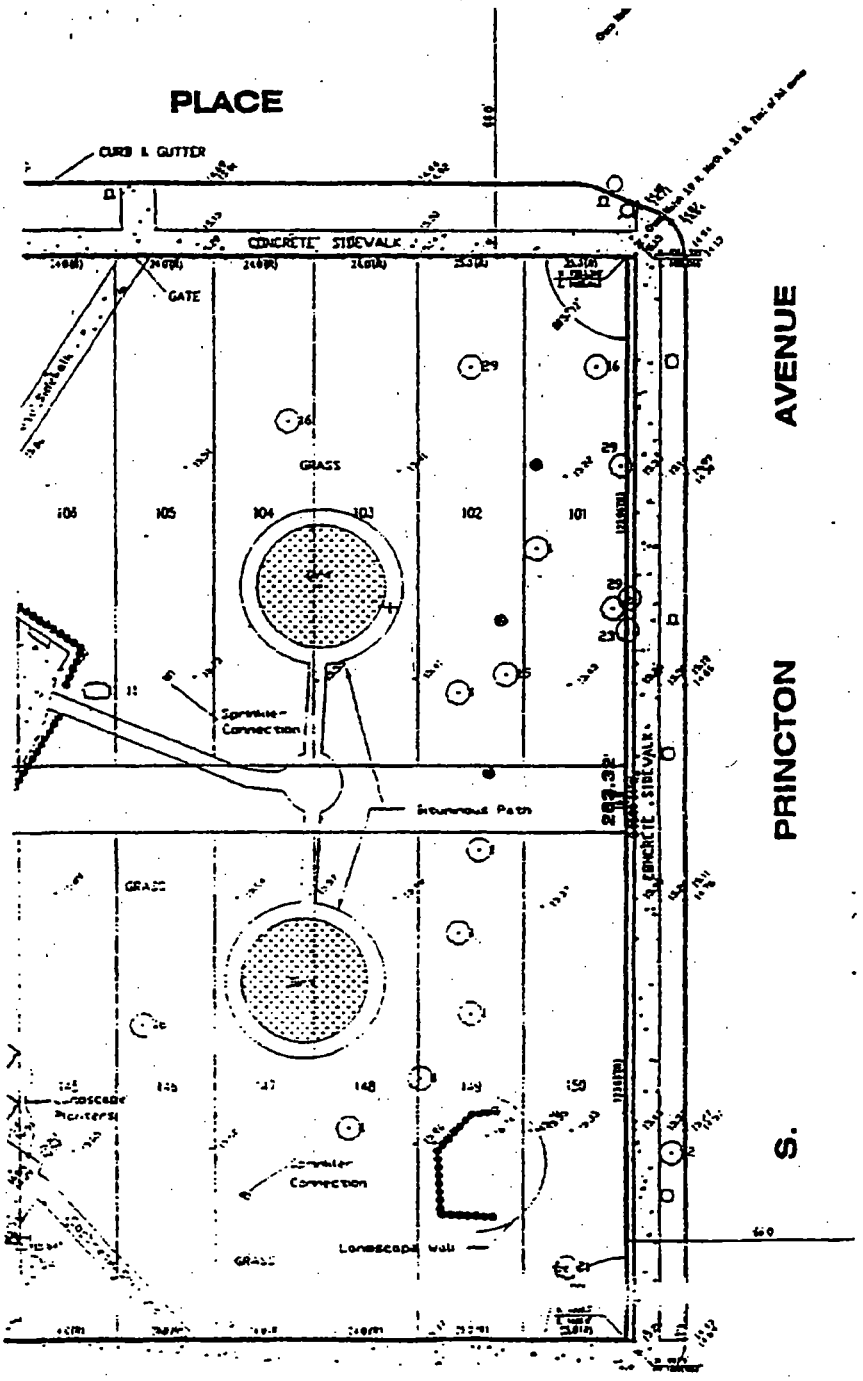
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052977 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed on page 95265 of this *Journal.*]

Ordinance associated with this drawing printed on page 95264 of this *Journal*.



City Sports.

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

SECTION 1. Permission and authority are hereby given and granted to City Sports, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 6535 South Halsted Parkway. Said sign shall be thirteen (13) feet in length and sixty-three (63) feet in height for a total of eight hundred nineteen (819) square feet and twenty eight (28) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with specifications and plans approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056336 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95267 of this *Journal.*]

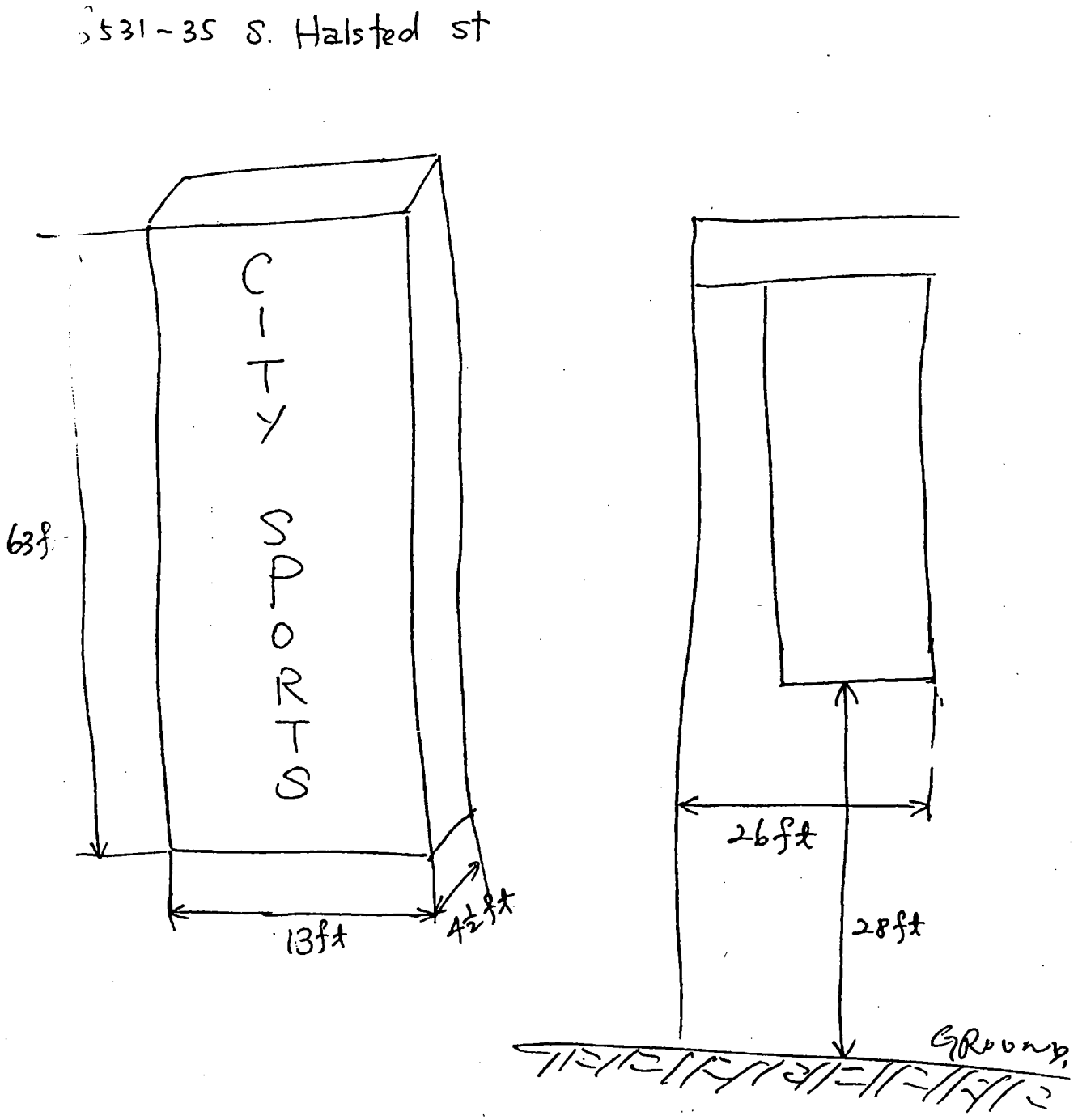
El Pacifico, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to El Pacifico, Inc., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 95268)

Ordinance associated with this drawing printed on page 95266 of this *Journal*.



(Continued from page 95266)

maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 3534 West Fullerton Avenue. Said sign shall be six (6) feet in length and four (4) feet in height for a total of twenty-four (24) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with approved specifications and plans by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056624 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95269 of this *Journal*.]

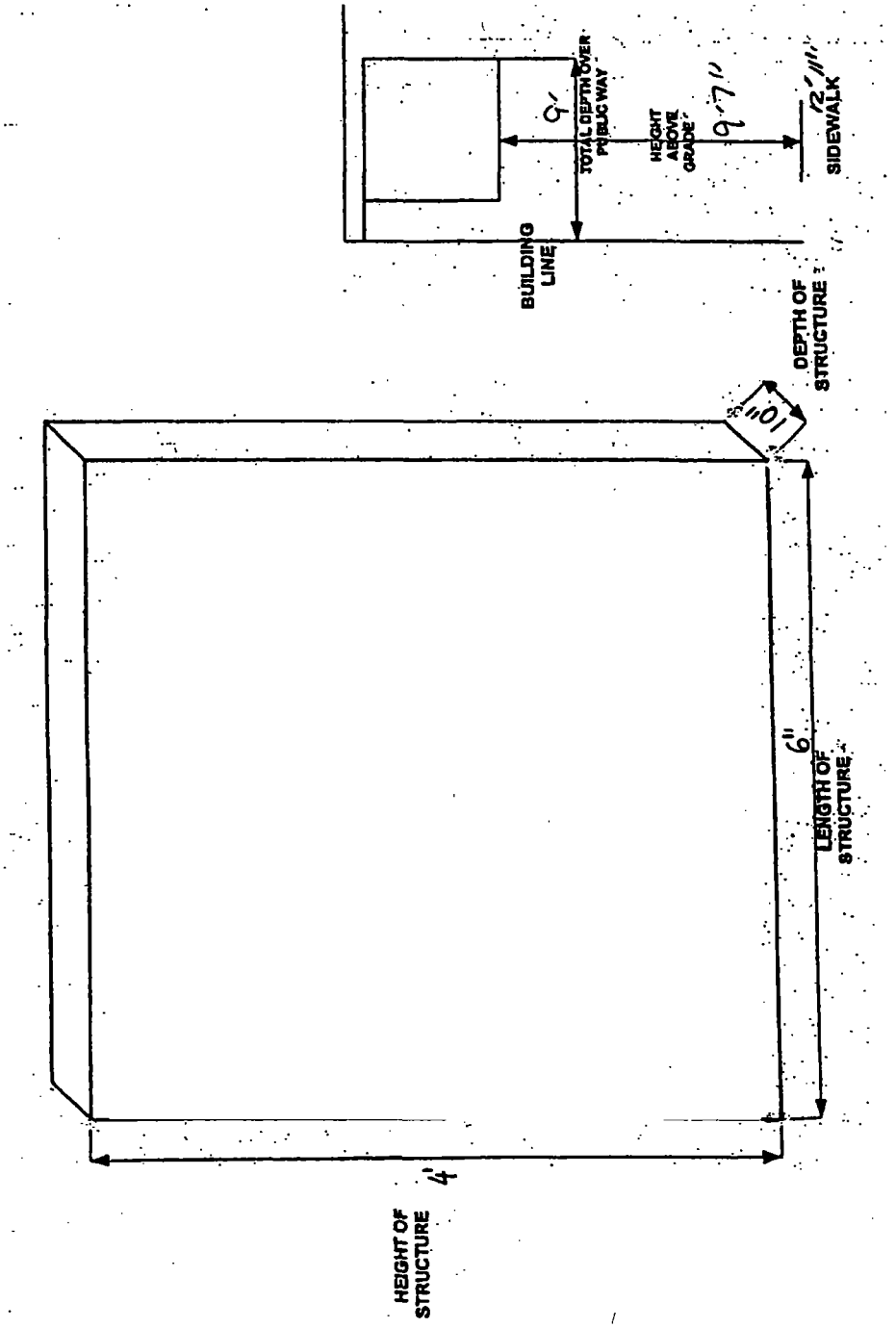
ER&J Food & Liquor, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to ER&J Food & Liquor, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 654 -- 658 East 67th Street. Said sign shall measure four (4) feet in width and five and five-tenths (5.5) feet in height and shall be twelve (12) feet

(Continued on page 95270)

Ordinance associated with this drawing printed on pages 95266 and 95268 of this *Journal*.



(Continued from page 95268)

above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056434 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95271 of this *Journal.*]

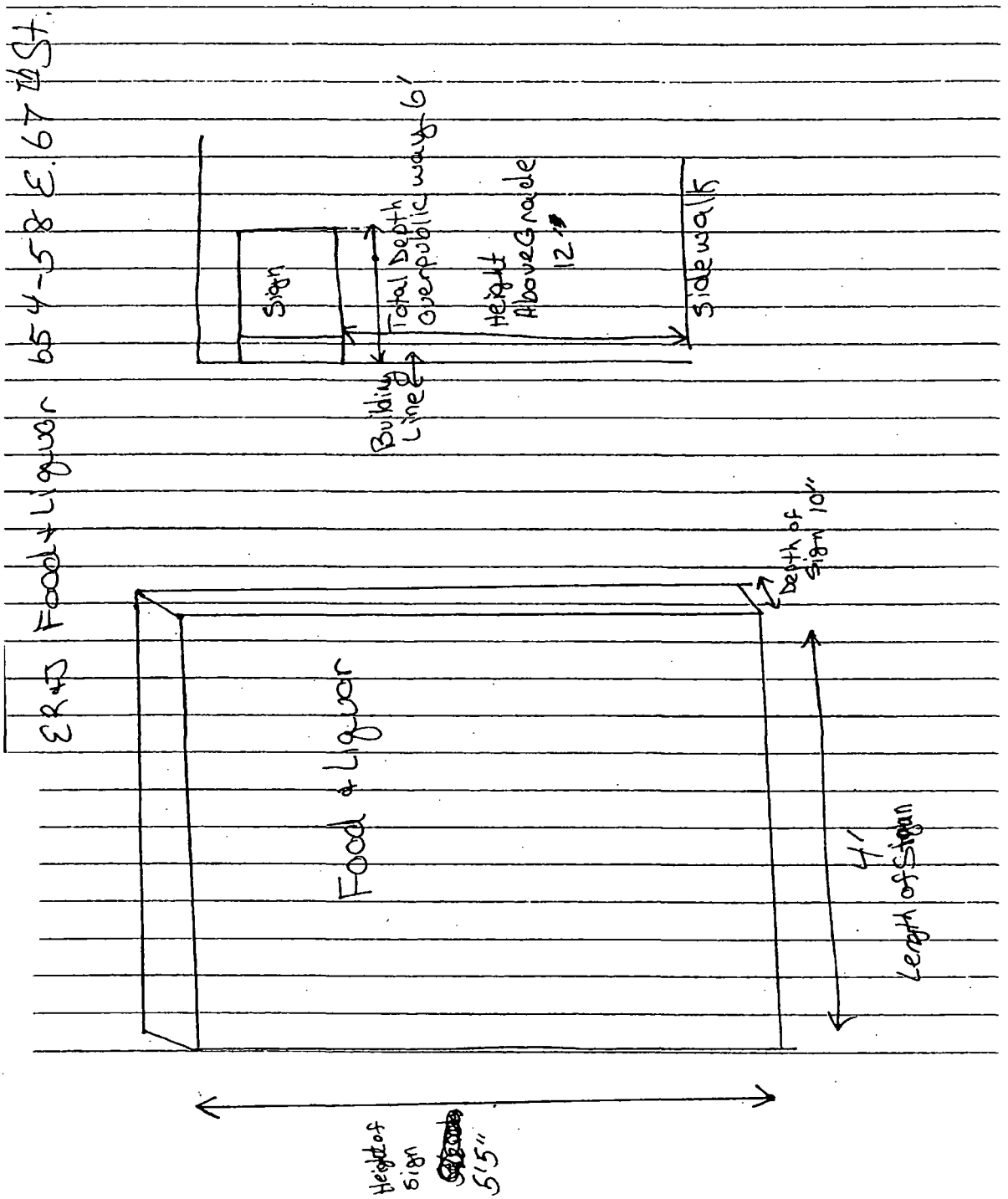
Faith Tabernacle Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Faith Tabernacle Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3750 North Halsted Street. Said sign shall measure nine and twenty-five hundredths (9.25) feet in length and six (6) feet in height and shall be eleven (11) feet, eleven (11) inches above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

(Continued on page 95272)

Ordinance associated with this drawing printed on pages 95268 and 95270 of this *Journal*.



(Continued from page 95270)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054864 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95273 of this *Journal.*]

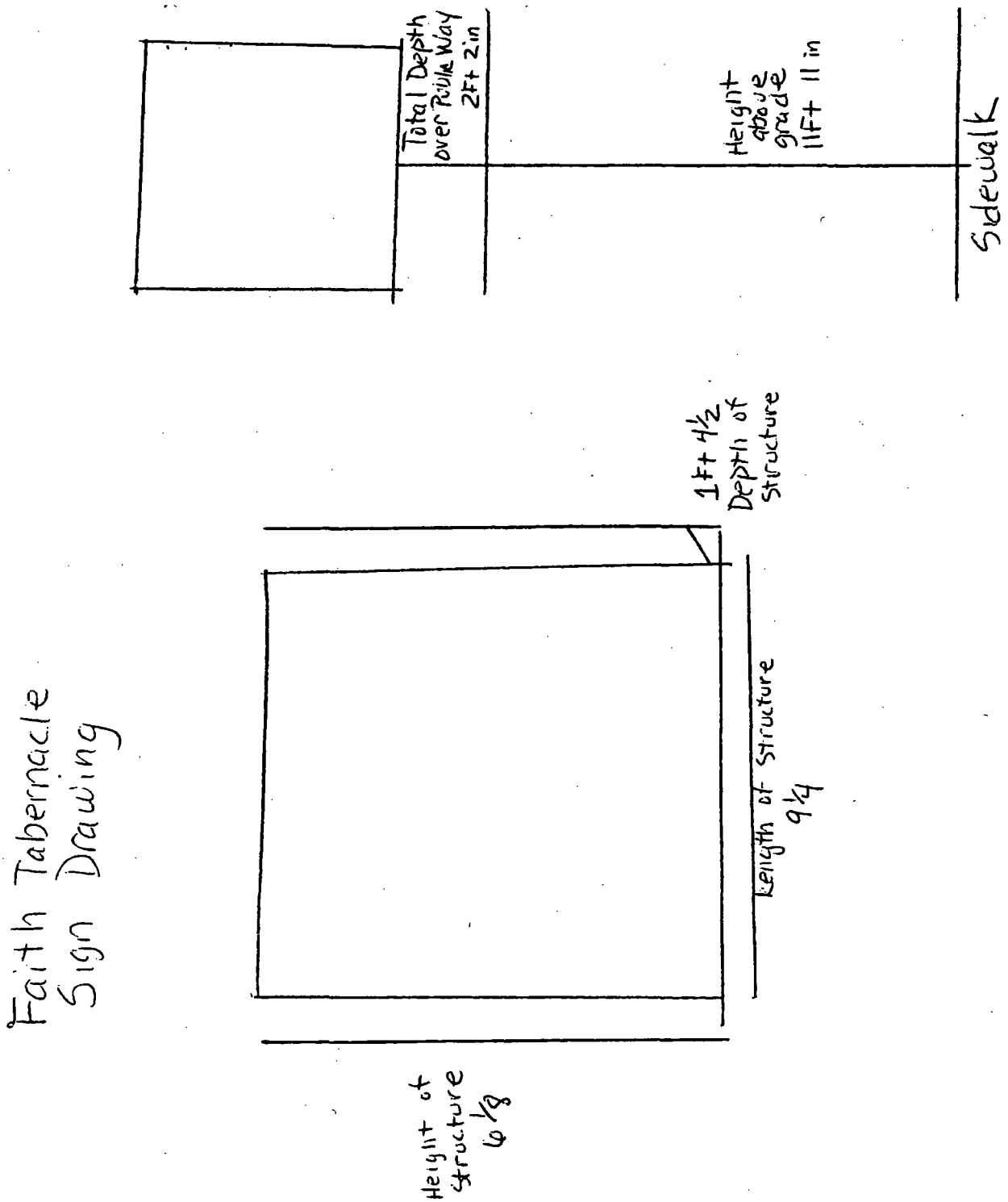
Gold Coast Neighbors Association.

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Neighbors Association, upon the terms and subject to the conditions of this ordinance, to maintain and use a kiosk (plaque) on the public right-of-way adjacent to its premises known as 45 East Division Street. Said kiosk (plaque) shall be granite and bronze measuring fifteen (15) inches in length, six (6) inches in width and thirty (30) inches in height. Plaque shall be located on the parkway twenty-six (26) inches from curb and twenty (20) inches from sidewalk. Kiosk shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 95274)

Ordinance associated with this drawing printed on pages 95270 and 95272 of this *Journal*.



(Continued from page 95272)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052988 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95275 of this *Journal.*]

Jeannette Beauty Salon.

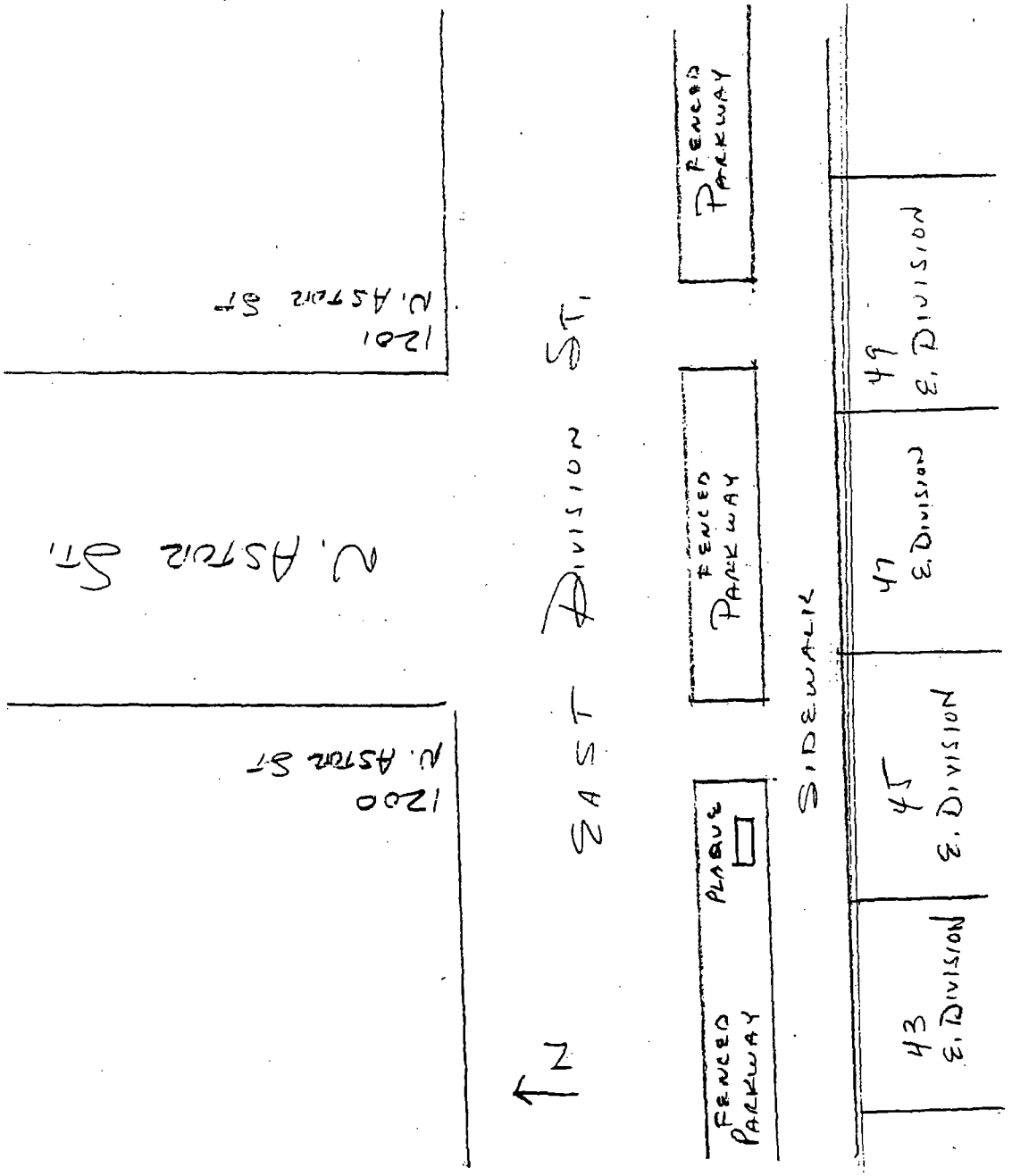
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Jeannette Beauty Salon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2905 West 59th Street. Said sign shall measure six (6) feet in length and three (3) feet in height for a total of eighteen (18) square feet. Height from grade shall be eleven (11) feet, four (4) inches. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 95276)

Ordinance associated with this drawing printed on pages 95272 and 95274 of this *Journal*.



(Continued from page 95274)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056797 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95277 of this *Journal.*]

Jewel Of Indiana Condominium Association.

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

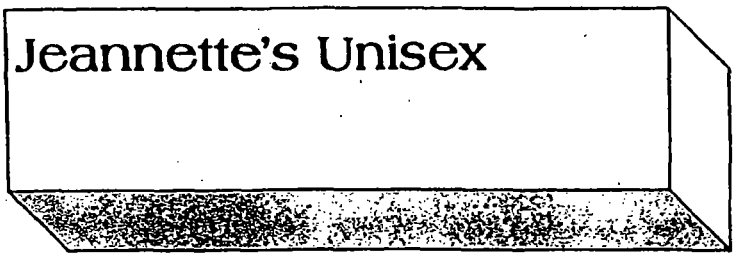
SECTION 1. Permission and authority are hereby given and granted to Jewel of Indiana Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a lawn irrigation system under the public right-of-way adjacent to its premises known as 4623 -- 4629 South Indiana Avenue. Said lawn irrigation system shall cover three (3) sections of parkway to be installed under public sidewalk from front lawn to parkway lawn area. One (1) inch poly pipe to be ten (10) inches deep with four (4) inch pop-up spray heads that will be flush to lawn. Spray heads will retract when not in use. Each section of parkway shall measure one (1) at sixteen (16) feet in length and fourteen (14) feet in width, one (1) at thirty-two (32) feet in length and fourteen (14) feet in width and one (1) at sixteen (16) feet in length and fourteen (14) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications, the Department of Water Management and the Office of Underground Coordination.

(Continued on page 95278)

Ordinance associated with this drawing printed on pages 95274 and 95276 of this *Journal.*

2905 W. 59th street

Electric Sign Structure



3' height structure

6" inches depth of structure

6' feet length structure

11'4" Height above grade

12' Total depth over public way

(Continued from page 95276)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054568 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95279 of this *Journal.*]

New American Mini Food Mart.

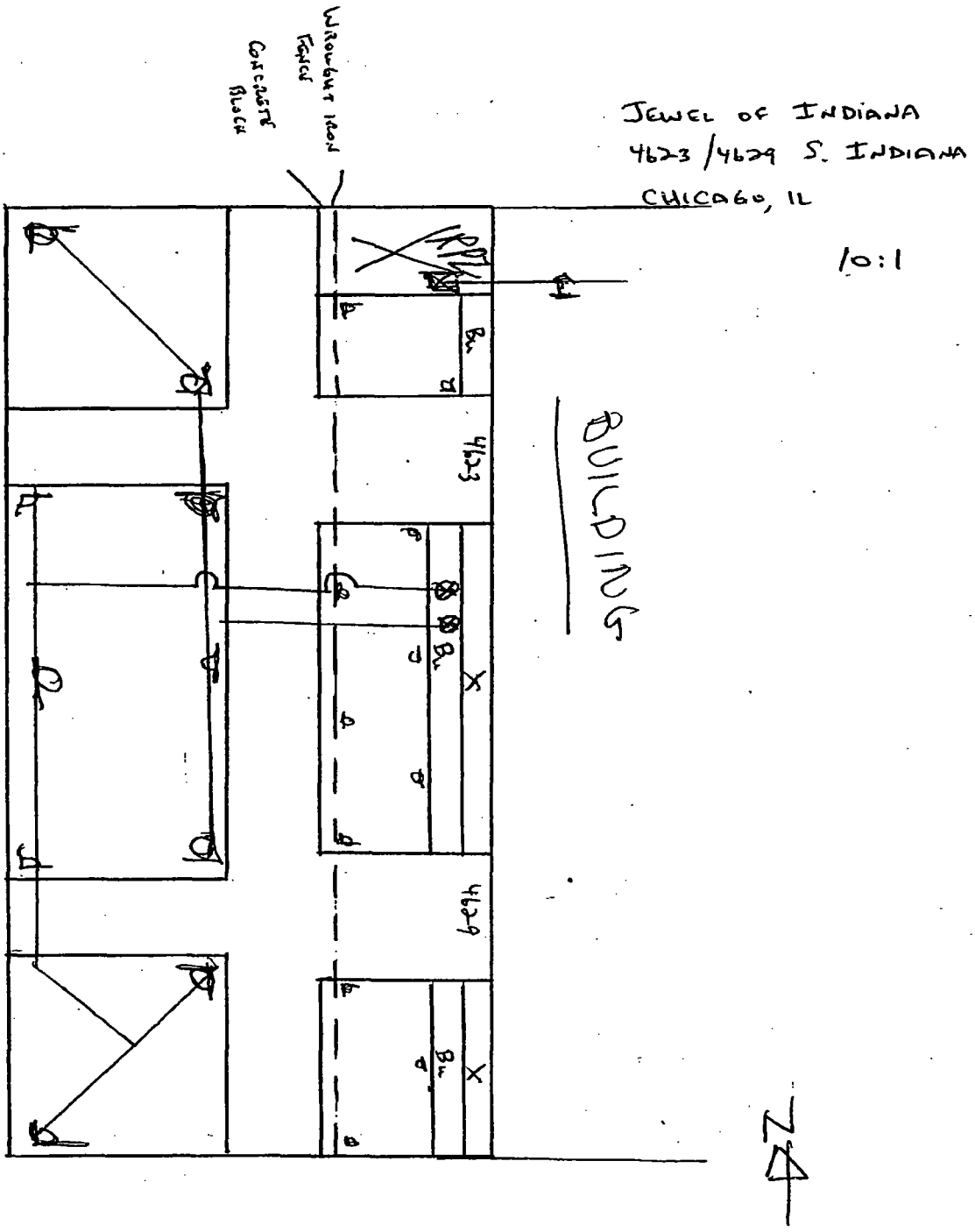
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to New American Mini Food Mart, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1047 West Granville Avenue. Said sign shall measure four (4) feet in length and three (3) feet in height for a total of twelve (12) square feet. Height from grade shall be thirteen (13) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 95280)

Ordinance associated with this drawing printed on pages 95276 and 95278 of this *Journal*.



(Continued from page 95278)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056807 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95281 of this *Journal.*]

Pizza Pie Company Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Pizza Pie Company Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4601 South Ashland Avenue. Said sign shall be six and three-tenths (6.3) feet in length and eight and five-tenths (8.5) feet in width for a total of fifty-three and fifty-five hundredths (53.55) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

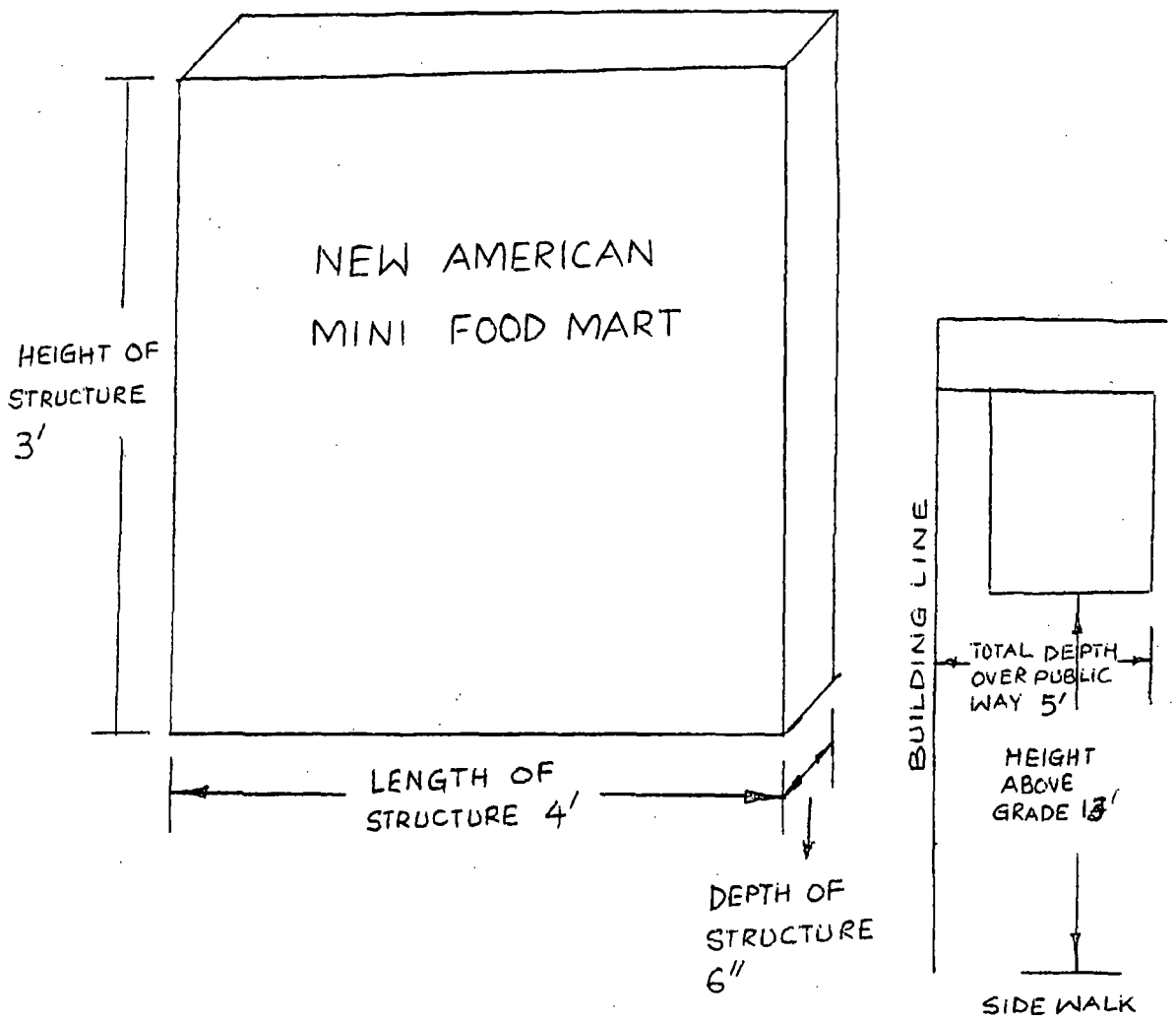
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055160 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

(Continued on page 95282)

Ordinance associated with this drawing printed on pages 95278 and 95280 of this *Journal*.

1047 W. GRANVILLE AVE.



(Continued from page 95280)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95283 of this *Journal.*]

Subway.

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1916 South State Street. Said sign shall measure six (6) feet in width and four and six-tenths (4.6) feet in height and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

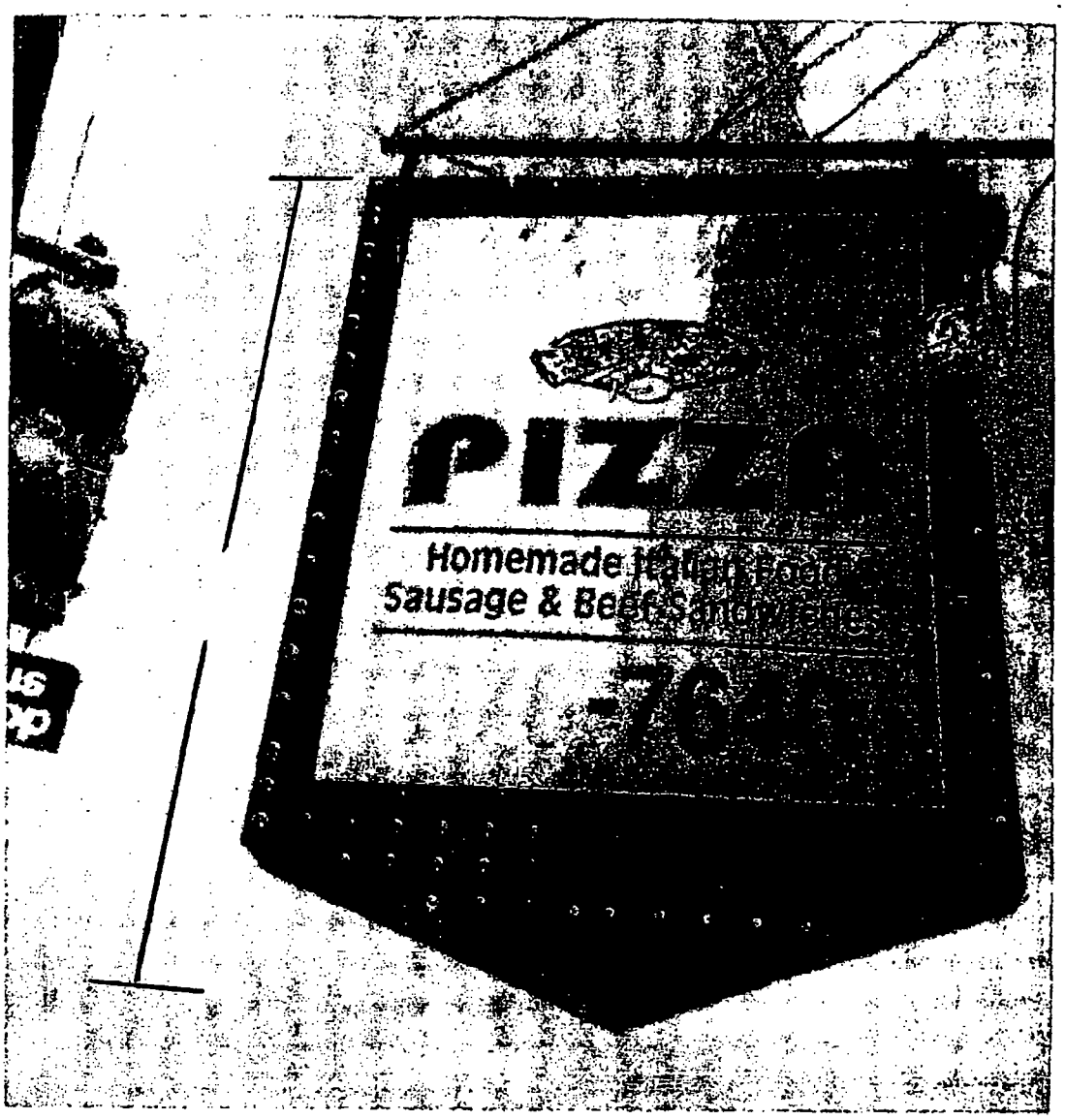
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055745 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

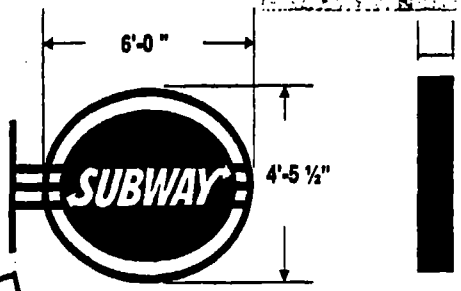
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95284 of this *Journal.*]

Ordinance associated with this drawing printed on pages 95280 and 95282 of this *Journal*.



Ordinance associated with this drawing printed on page 95282 of this *Journal.*



Height above grade 14'-0"

SURE LIGHT SIGN CO

1830 N. 32nd Ave.
Stone Park, Il. 60165
708-343-7446
Fax 708-343-9878

SUBWAY

#26742
1916 S State
Chicago

P-9
7/3/06
JBB

Approved By_____

Printed Name_____

Date_____

Universal Music And Entertainment.

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

SECTION 1. Permission and authority are hereby given and granted to Universal Music and Entertainment, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4423 North Broadway. Said sign shall measure six (6) feet in length and three (3) feet in width for a total of eighteen (18) square feet and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055063 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95286 of this *Journal*.]

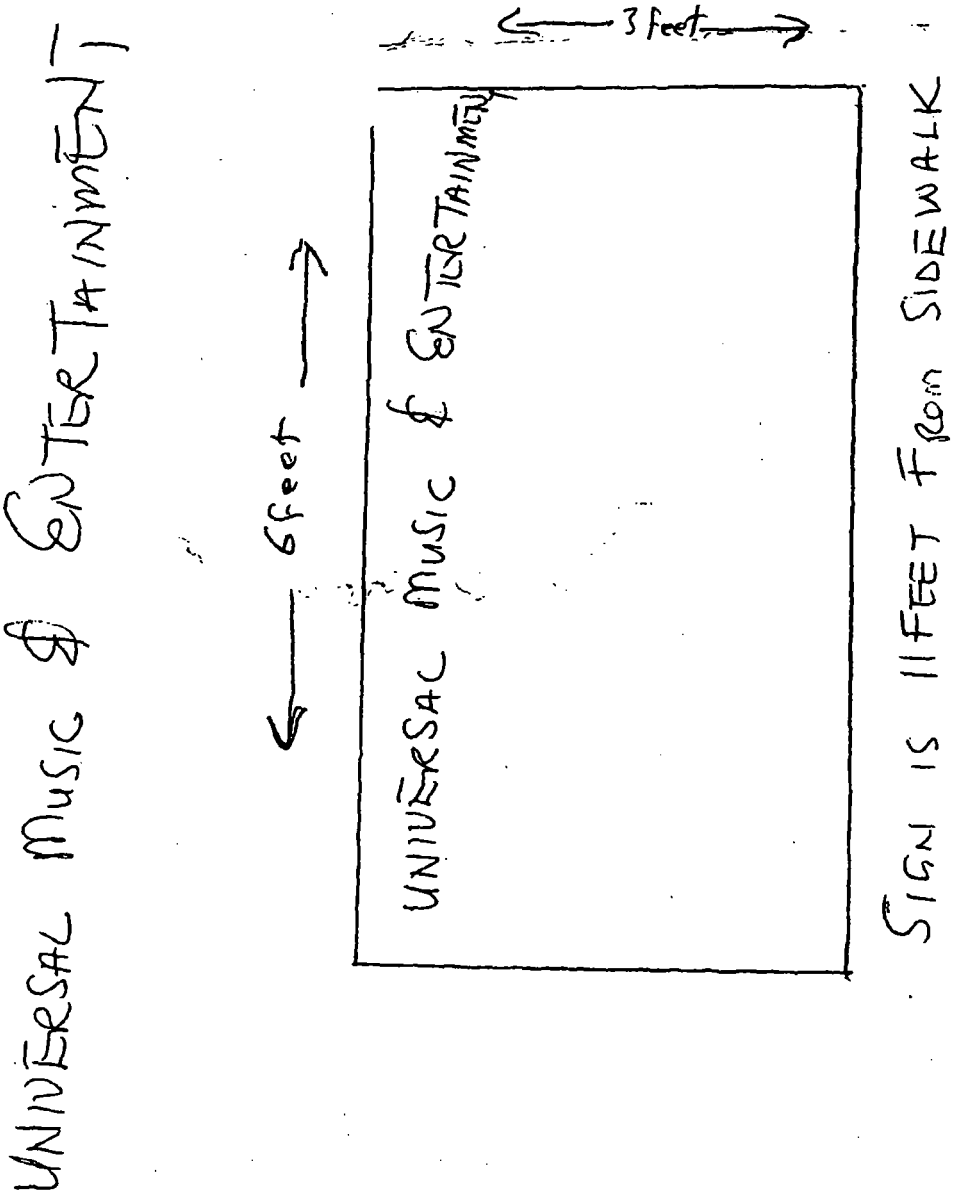
Victory Gardens Theater.

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

SECTION 1. Permission and authority are hereby given and granted to Victory Gardens Theater, upon the terms and subject to the conditions of this ordinance,

(Continued on page 95287)

Ordinance associated with this drawing printed on page 95285 of this *Journal*.



(Continued from page 95285)

to construct, install, maintain and use one (1) fire shutter door projecting over the public right-of-way adjacent to its premises known as 2433 North Lincoln Avenue. Said fire shutter door shall be located in the public alley above the theatre loading doors to remain in roll up hood measuring nine and eight-tenths (9.8) feet in width and one and nine-tenths (1.9) feet in depth and shall be thirteen and three-tenths (13.3) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053125 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95288 of this *Journal*.]

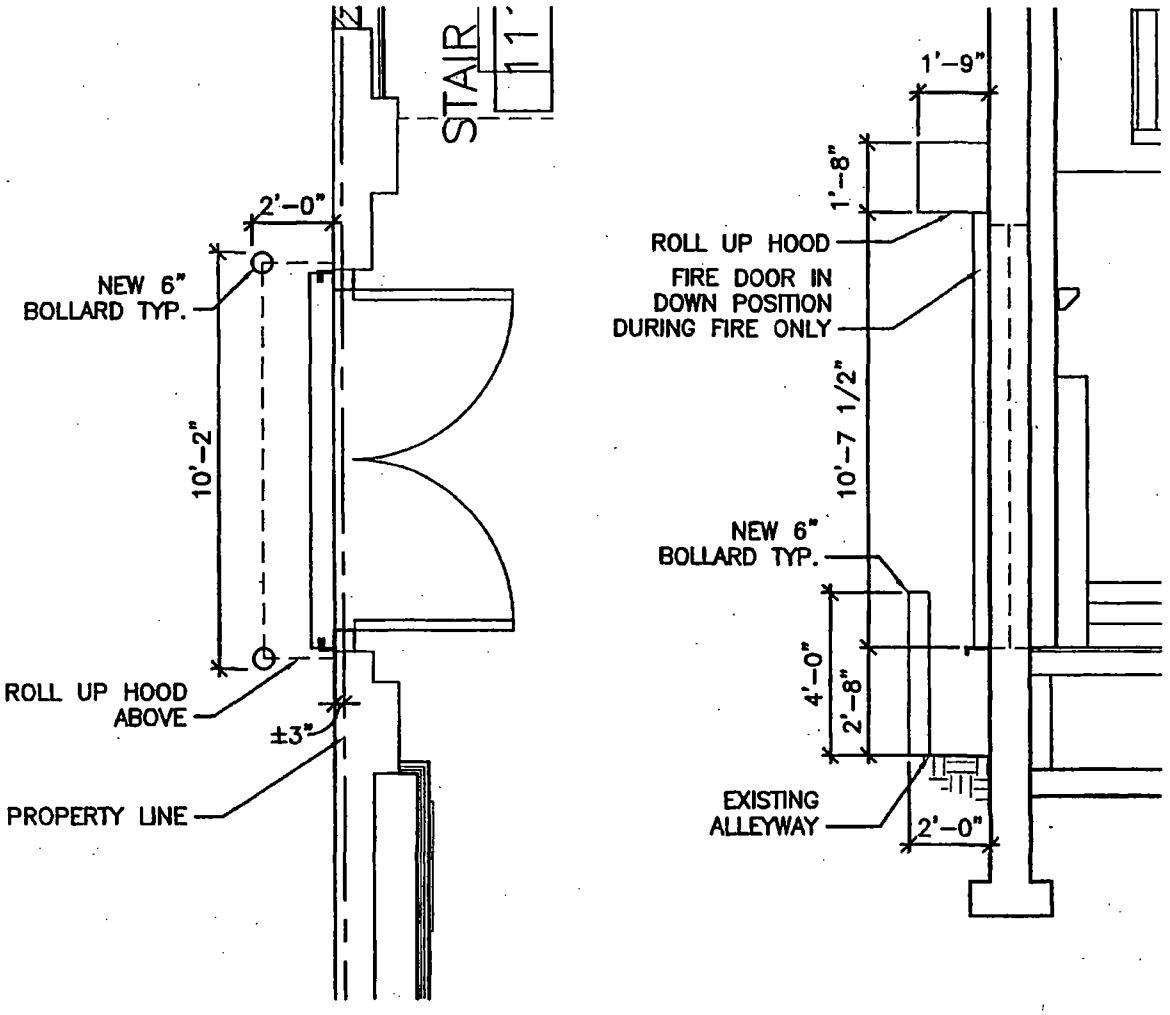
Windy City Hot Dogs Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Windy City Hot Dogs Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4205 West 63rd Street. Said sign shall measure eight and five-tenths (8.5) feet in length and seven (7) feet in height for a total of fifty-nine and five-tenths (59.5) square feet. Height from grade shall be nine (9) feet. The location

(Continued on page 95289)

Ordinance associated with this drawing printed on pages 95285 and 95287 of this *Journal*.



NOTE: ADDITIONAL AREA BEYOND PUBLIC WAY =20.3 SQ. FT.

FIRE SHUTTER EXTENSION OVER ALLEY WAY

SCALE: 1/4" = 1'-0"

(Continued from page 95287)

of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1056815 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance unavailable at time of printing.]

1400 Museum Park, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 1400 Museum Park, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install and maintain and use three (3) cornices projecting over the public right-of-way adjacent to its premises known as 100 East 14th Street. Said cornices shall measure one (1) at seventy-one and two-tenths (71.2) feet in length and two and five-tenths (2.5) feet in width located along South Michigan Avenue and two (2) at eighteen and eight-tenths (18.8) feet in length and five and three-tenths (5.3) feet in width located along East 14th Street. Said cornices shall be along the top of building three hundred seventy-two (372) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the

Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052747 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 95291 of this *Journal.*]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO LUXURY MOTORS TO MAINTAIN AND USE PLANTERS ADJACENT TO 530 WEST CHICAGO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

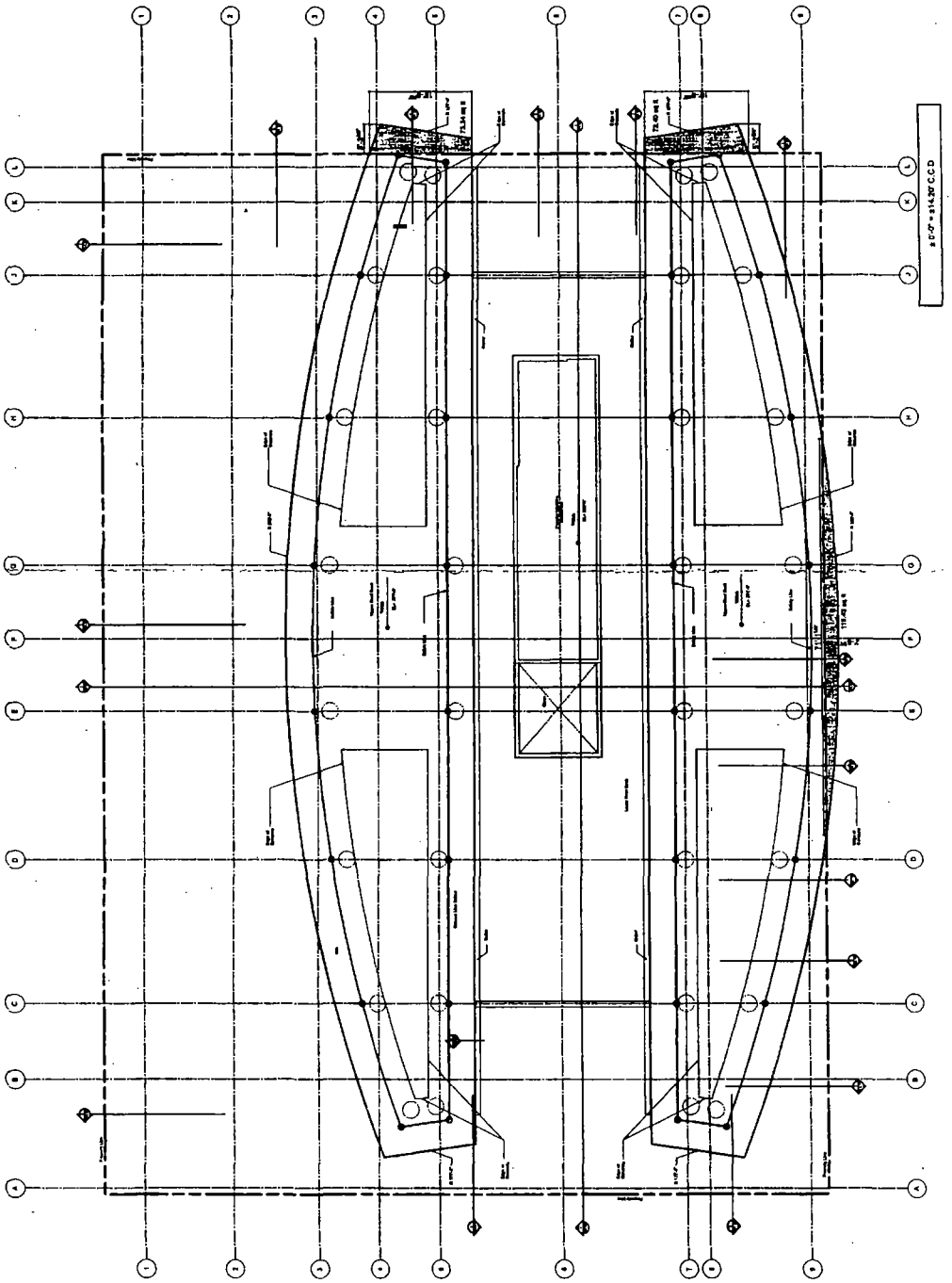
CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Luxury Motors on October 4, 2006 and printed upon page 87806 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language regarding dimensions of planters. This ordinance was referred to the Committee on November 15, 2006.

(Continued on page 95292)

Ordinance associated with this drawing printed on pages 95289 and 95290 of this *Journal*.



(Continued from page 95290)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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 ordinance passed by the City Council of the City of Chicago for Luxury Motors on October 4, 2006, and printed upon page 87806 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: Said planter shall be thirty-nine and one-tenth (39.1) feet in length and six and one-tenth (6.1) feet in width, forty and one-tenth (40.1) feet in length and six and one-tenth (6.1) feet in width, thirty-two and five-tenths (32.5) feet in length and five (5) feet in width, thirty-five (35) feet in length and five (5) feet in width for a total of one thousand one hundred thirteen and twelve-hundredths (1,113.12) square feet." and inserting in their place the words: "Said six (6) inch raised parkway planters with a depth of one (1) foot shall measure one (1) at thirty-nine and eight-tenths (39.8) feet in length and six and one-tenth (6.1) feet in width,

two (2) at forty and one-tenth (40.1) feet in length and six and one-tenth (6.1) feet in width, one (1) at thirty-two and five-tenths (32.5) feet in length and five (5) feet in width, one (1) at thirteen and three-tenths (13.3) feet in length and five (5) feet in width, one (1) at thirty-one and eight-tenths (31.8) feet in length and five (5) feet in width and two (2) at thirty-five (35) feet in length and five (5) feet in width for a total of one thousand four hundred eighty-six (1,486) square feet".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO VARIOUS APPLICANTS FOR INSTALLATION, MAINTENANCE AND USE OF CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuance of permits to various applicants for the installation, maintenance and use of canopies. These orders were referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

A & G: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to A&G ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10106 South Ewing Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen and three-tenths (16.3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056699 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Anar Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Anar Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 935 East 79th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-three (53) feet in length and two and four-tenths (2.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056736 the sum of Seventy-eight and no/100 Dollars ($78.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Argentina Foods: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Argentina Foods ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4500 South Wood Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-seven and three-tenths (27.3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055801 the sum of Fifty-two and 30/100 Dollars ($52.30) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Artie's Pizza And Subs Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Artie's Pizza and Subs Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3520 West Armitage Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen and two-tenths (16.2) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056665 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Carolina Caramel: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Carolina Caramel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1511 South State Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three and eight-tenths (23.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056831 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Carolina Classic Gyros: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Carolina Classic Gyros ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1543 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053044 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Century Fashions Inc.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Century Fashions Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 4756 South Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifty-one (51) feet in length and four (4) feet in width located along South Ashland Avenue and one (1) at thirty-two (32) feet in length and four (4) feet in width located along West 48th Street. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055707 the sum of One Hundred Thirty-three and no/100 Dollars ($133.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Dan Management Corporation: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Dan Management Corporation (permittee) to construct, maintain and use one (1) canopy over the public way attached to the structure located at 444 North Wabash Avenue for a period of three (3)' years from and after November 25, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056722 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgement, or obligation arising out of the construction, repair, replacement, cleaning, use maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Euro So Cap USA: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Euro So Cap USA ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5321 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and four-tenths (14.4) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056830 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Evergreen Market: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Evergreen Market ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1339 North Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056701 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Express International Furniture, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Express International Furniture, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2096 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two and eight-tenths (22.8) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056704 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Fat Willy's Rib Shack: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fat Willy's Rib Shack ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2416 West Schubert Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-seven (57) feet in length and twelve (12) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053932 the sum of Eighty-two and no/100 Dollars ($82.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Harlem Court Condominium Association: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Harlem Court Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3310 North Harlem Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-two (42) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056675 the sum of Sixty-seven and no/100 Dollars ($67.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Heritage Title Co.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Heritage Title Co. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 5849 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one and eight-tenths (21.8) feet in length and two (2) feet in width, one (1) at twenty-two (22) feet in length and two (2) feet in width and one (1) at thirty-six (36) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056644 the sum of One Hundred Sixty-one and no/100 Dollars ($161.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Joyce & Kerrigan Real Estate: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Joyce & Kerrigan Real Estate ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 2934 West Montrose Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-two and seven-tenths (22.7) feet in length and one and five-tenths (1.5) feet in width and two (2) at eleven (11) feet in length and one and five-tenths (1.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056622 the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Old Franklin L.L.C.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Old Franklin L.L.C. ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 537 South Dearborn Street for a period of three (3) years from and after March 15, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twelve and eight-tenths (12.8) feet in length and two and five-tenths (2.5) feet in width, one (1) at nine and three-tenths (9.3) feet in length and two and five-tenths (2.5) feet in width, one (1) at nine and three-tenths (9.3) feet in length and two and five-tenths (2.5) feet in width, one (1) at nine and three-tenths (9.3) feet in length and two (2) feet in width and one (1) at twelve and eight-tenths (12.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056656 the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at

their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Sargon's Car Wash L.L.C.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sargon's Car Wash L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3633 North Cicero Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056725 the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the

privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Sluggers: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sluggers ("Permittee") to construct, maintain and use twelve (12) canopies over the public way attached to the structure located at 3540 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed four (4) at fourteen (14) feet in length and two (2) feet in width, one (1) at seven (7) feet in length and four (4) feet in width, one (1) at fourteen (14) feet in length and two (2) feet in width, one (1) at twenty-four (24) feet in length and two (2) feet in width, one (1) at eleven (11) feet in length and two (2) feet in width and four (4) at fourteen (14) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1056643 the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Vinci: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Vinci ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 1732 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seventeen (17) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at thirteen (13) feet in length and three (3) feet in width, one (1) at nine (9) feet in length and three (3) feet in width and one (1) at six (6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055697 the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

AUTHORIZATION FOR APPROVAL OF PLAT OF HARTLAND PARK II SUBDIVISION IN AREA BOUNDED BY WEST SCHUBERT AVENUE (PRIVATE), NORTH HERMITAGE AVENUE (PRIVATE), NORTH PAULINA STREET AND WEST WRIGHTWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Hartland Park II Subdivision located in the area bounded by West Schubert Avenue (private),

North Hermitage Avenue (private), North Paulina Street and West Wrightwood Avenue. This ordinance was referred to the Committee on November 8, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Hartland Park II Subdivision located in the area bounded by West Schubert Avenue (private), North Hermitage Avenue (private), North Paulina Street and West Wrightwood Avenue for Hartland Park II, L.L.C. (File Number 30-32-06-2974).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF PLAT OF EASEMENT DEDICATION FOR TUNNELS IN TRIANGULAR PARCEL LYING WITHIN AREA BOUNDED BY NORTH JEFFERSON STREET, WEST KINZIE STREET, AND VACATED WEST CARROLL AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed plat of easement dedication for tunnels being a triangular shaped parcel occupying a portion of North Jefferson Street, to be vacated and part of Block 9 in the Original Town of Chicago, south of West Kinzie Street, and north of vacated West Carroll Avenue and lying below a slanted plane of +6.60 feet above Chicago City Datum at its easternmost point and below +8.49 feet above Chicago City Datum. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of easement dedication for tunnels being a triangular shaped parcel occupying a portion of North Jefferson Street to be vacated and part of Block 9 in the Original Town of Chicago, south of West Kinzie Street and north of vacated West Carroll Avenue and lying below a slanted plane of +6.60 feet above Chicago City Datum at its easternmost point and below +8.49 feet above Chicago City Datum on its west line as shown on the plat attached hereto for Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. (File Number 9-42-05-2914).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed on page 95317 of this *Journal.*]

AUTHORIZATION FOR APPROVAL OF PLAT OF EASEMENT DEDICATION FOR TUNNELS IN TRIANGULAR PARCEL LYING WITHIN AREA BOUNDED BY NORTH MILWAUKEE AVENUE, NORTH JEFFERSON STREET AND NORTH DESPLAINES STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

(Continued on page 95318)

Ordinance associated with this plat printed on pages 95316 of this *Journal*.

GREMLEY & BIEDERMANN

License No. 184-002761

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

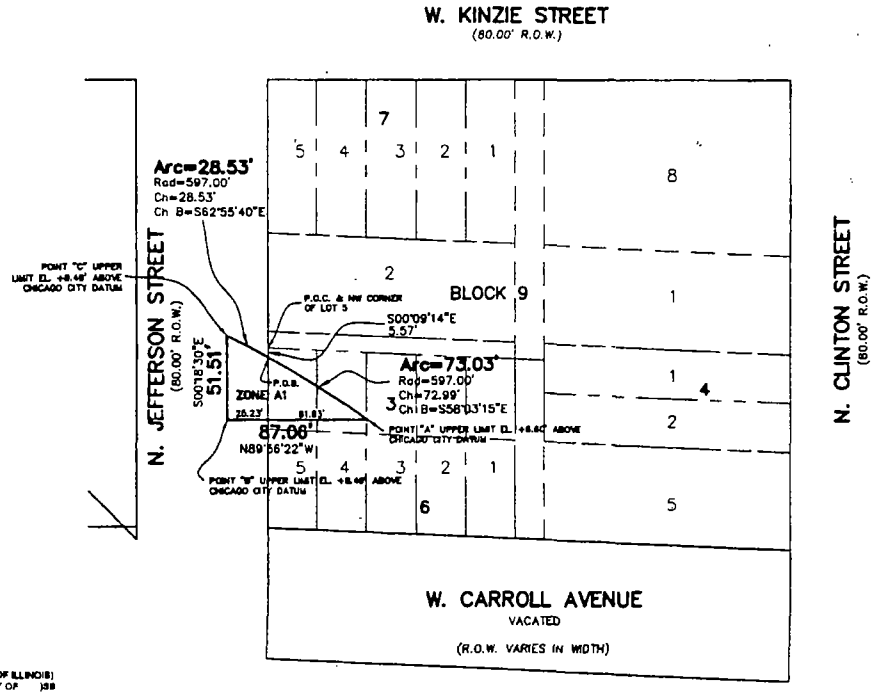
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

PLAT OF EASEMENT DEDICATON FOR TUNNELS

ZONE A1

THAT PART OF LOTS 3, 4 AND 5 IN CANAL TRUSTEES SUBDIVISION OF LOTS 3 AND 6, IN BLOCK 9, IN ORIGINAL TOWN OF CHICAGO, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTH JEFFERSON STREET IN ORIGINAL TOWN OF CHICAGO, AFORESAID, ALL TAKEN AS A TRACT, LYING BELOW A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "A", "B" AND "C", AND WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN CANAL TRUSTEES SUBDIVISION OF LOTS 3 AND 6, AFORESAID; THENCE SOUTH 00°09'14" EAST, ALONG THE WEST LINE THEREOF, 5.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 73.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 597.00 FEET CONVEX TO THE NORTHEAST AND WHOSE CHORD BEARS SOUTH 58°03'15" EAST A DISTANCE OF 72.99 FEET TO THE HEREINABOVE MENTIONED POINT "A", SAID POINT HAVING AN ELEVATION OF +8.60 ABOVE CHICAGO CITY DATUM; THENCE NORTH 89°56'22" WEST, 87.06 FEET TO THE HEREINABOVE MENTIONED POINT "B", SAID POINT HAVING AN ELEVATION OF +8.48 ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°18'30" WEST, 51.51 FEET TO THE HEREINABOVE MENTIONED POINT "C", SAID POINT HAVING AN ELEVATION OF +8.48 ABOVE CHICAGO CITY DATUM, THENCE SOUTHEASTERLY 28.53 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 597.00 FEET CONVEX TO THE NORTHEAST AND WHOSE CHORD BEARS SOUTH 62°55'40" EAST A DISTANCE OF 28.53 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING 2,388 SQUARE FEET OR 0.0548 ACRES, MORE OR LESS.



STATE OF ILLINOIS)
COUNTY OF)SS

_____, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND DEDICATED AS SHOWN HEREON.,

DATED:_____A.D 20__.

BY _____

STATE OF ILLINOIS)
COUNTY OF)SS

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (SHE) IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT HEREON DRAWN AND THAT AS SUCH OWNER HE (SHE) SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL
THIS _____DAY OF_____A.D 20__.

DWR. No 9-42-05-2914

(Continued from page 95316)

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed plat of easement dedication for tunnels being a triangular parcel whose westerly point is on the northeasterly line of North Milwaukee Avenue and its east line of the west line of North Jefferson Street, lying below a slanted plane, having an elevation of +9.00 feet above Chicago City Datum on the west line of North Jefferson Street to a point on the east line of North Desplaines Street, having an elevation of +18.00 feet above Chicago City Datum. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of

easement dedication for tunnels being a triangular parcel whose westerly point is on the northeasterly line of North Milwaukee Avenue and its east line is the west line of North Jefferson Street, lying below a slanted plane having an elevation of +9.00 feet above Chicago City Datum on the west line of North Jefferson Street to a point on the east line of North Desplaines Street having an elevation of +18.00 feet above Chicago City Datum as shown on the plat attached hereto for Parcel B Owner, L.L.C. (File Number 9-42-05-2916).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed on page 95320 of this *Journal*.]

AUTHORIZATION FOR APPROVAL OF PLAT OF EASEMENT DEDICATION FOR TUNNELS IN TRIANGULAR PARCEL LYING WITHIN AREA BOUNDED BY NORTH MILWAUKEE AVENUE, WEST KINZIE STREET AND NORTH DESPLAINES STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed plat of easement dedication for tunnels being a small triangular parcel on the northeasterly line of North Milwaukee Avenue, the north line of said triangular being the south line of the east/west 21.8 foot east/west public alley south of West Kinzie Street which lies below a slanted plane of +9.00 feet above Chicago City Datum on the west line of North Jefferson Street to a point on the east line of North Desplaines Street. This ordinance was referred to the Committee on December 7, 2006.

(Continued on page 95321)

Ordinance associated with this plat printed on pages 95318 and 95319 of this *Journal*.

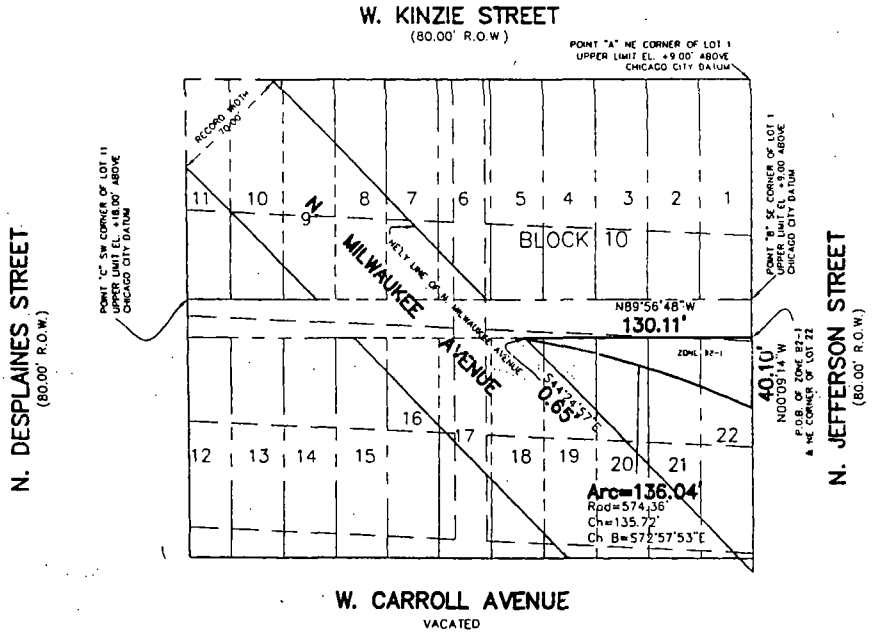
GREMLEY & BIEDERMANN
A DIVISION OF
PLCS Corporation
LICENSE No. 184-002761
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

PLAT OF EASEMENT DEDICATION FOR TUNNELS

ZONE B2-1

THAT PART OF LOTS 18 TO 22, INCLUSIVE IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10 IN ORIGINAL TOWN OF CHICAGO, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A SLANTED PLANE DEFINED BY POINT "A", SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10, AFORESAID HAVING AN ELEVATION OF +9.00 FEET ABOVE CHICAGO CITY DATUM AND POINT "B", SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 HAVING AN ELEVATION OF +9.00 FEET ABOVE CHICAGO CITY DATUM AND POINT "C", SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 11, IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10, AFORESAID HAVING AN ELEVATION OF +18.00 FEET ABOVE CHICAGO CITY DATUM AND WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING THE NORTHEAST CORNER OF SAID LOT 22; THENCE NORTH 89°56'48" WEST, ALONG THE NORTH LINE OF LOTS 18 TO 22, INCLUSIVE, 130.11 FEET TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE SOUTH 44°24'57" EAST, ALONG THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE, 0.65 FEET, THENCE EASTERLY 136.04 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 574.36 FEET CONVEX TO THE NORTH AND WHOSE CHORD BEARS SOUTH 72°57'53" EAST A DISTANCE OF 135.72 FEET TO THE EAST LINE OF SAID LOT 22; THENCE NORTH 00°09'14" WEST, ALONG THE EAST LINE OF LOT 22, AFORESAID, 40.10 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

CONTAINING 2,265 SQUARE FEET OR 0.0520 ACRES, MORE OR LESS



STATE OF ILLINOIS)
COUNTY OF)SS

_____, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND DEDICATED AS SHOWN HEREON

DATED: _____ A.D. 2005.

BY: _____

STATE OF ILLINOIS)
COUNTY OF)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (SHE) IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT HEREON DRAWN AND THAT AS SUCH OWNER HE (SHE) SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL
THIS _____ DAY OF _____ A.D. 2005

Dr. No. 9-42-05-2916

(Continued from page 95319)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of easement dedication for tunnels being a small triangular parcel on the northeasterly line of North Milwaukee Avenue, the north line of said triangular being the south line of the east/west 21.8 foot east/west public alley south of West Kinzie Street which lies below a slanted plane of +9.00 feet above Chicago City Datum on the west line of North Jefferson Street to a point on the east line of North Desplaines Street +18.00 feet above Chicago City Datum as shown on the plat attached hereto for Parcel B Owner, L.L.C. (File Number 9-42-05-2913).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed on page 95322 of this *Journal.*]

Ordinance associated with this plat printed on page 95321 of this *Journal*.

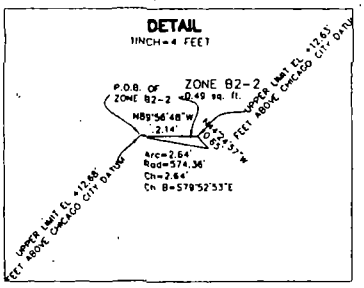
GREMLEY & BIEDERMANN
A DIVISION OF
PLCS Corporation
LICENSE NO. 184-002784
PROFESSIONAL LAND SURVEYORS
6505 NORTH FESTON AVENUE, CHICAGO, IL 60630
TELEPHONE (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@FLCS-SURVEY.COM

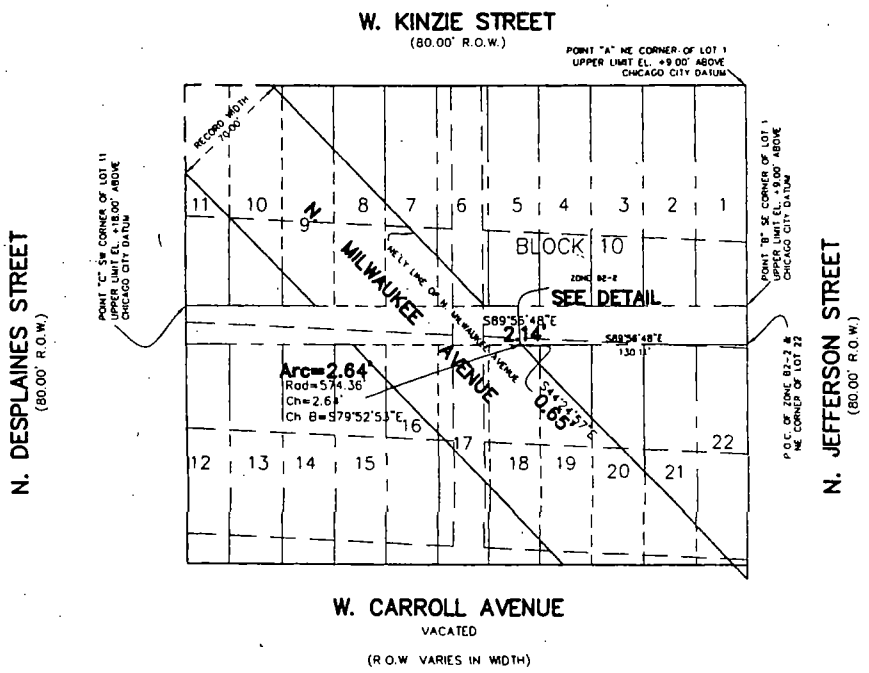
PLAT OF EASEMENT DEDICATION FOR TUNNELS

ZONE B2-2
THAT PART OF NORTH MILWAUKEE AVENUE BEING ALSO THAT PART OF LOT 18 IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10 IN ORIGINAL TOWN OF CHICAGO, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A SLANTED PLANE DEFINED BY POINT "A", SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10, AFORESAID HAVING AN ELEVATION OF +9.00 FEET ABOVE CHICAGO CITY DATUM AND POINT "B", SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 HAVING AN ELEVATION OF +9.00 FEET ABOVE CHICAGO CITY DATUM AND POINT "C", SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 11, IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10, AFORESAID HAVING AN ELEVATION OF +18.00 FEET ABOVE CHICAGO CITY DATUM AND WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF LOT 22 IN CANAL TRUSTEES SUBDIVISION OF LOTS IN BLOCK 10, AFORESAID, THENCE NORTH 89°56'48" WEST, ALONG THE NORTH LINE OF LOTS 18 TO 22, INCLUSIVE, 130.11 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE NORTH 89°56'48" WEST, ALONG THE NORTH LINE OF LOT 18, AFORESAID, 2.14 FEET; THENCE EASTERLY 2.64 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 574.36 FEET CONVEX TO THE NORTH AND WHOSE CHORD BEARS SOUTH 79°52'53" EAST A DISTANCE OF 2.64 FEET TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE, THENCE NORTH 44°24'57" WEST, ALONG THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE 0.65 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

CONTAINING 0.49 SQUARE FEET, MORE OR LESS

Dr. No. 9-42-05-2913





AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION FOR PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST KINZIE STREET, NORTH CLINTON STREET, VACATED WEST CARROLL AVENUE AND NORTH JEFFERSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed plat of dedication for public alley being a strip of land 48.0 feet wide, the north line of said strip being a line 206.44 feet, south of and parallel with the south line of West Kinzie Street in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of dedication for public alley being a strip of land 48.0 feet wide, the north line of said strip being a line 206.44 feet, south of and parallel with the south line of West Kinzie Street in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street for Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. (File Number 9-42-05-2917).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION FOR PUBLIC TRANSIT AND PARK PURPOSES IN BLOCK BOUNDED BY WEST KINZIE STREET, NORTH CLINTON STREET, VACATED WEST CARROLL AVENUE AND NORTH JEFFERSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed dedication for public transit and park purposes in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

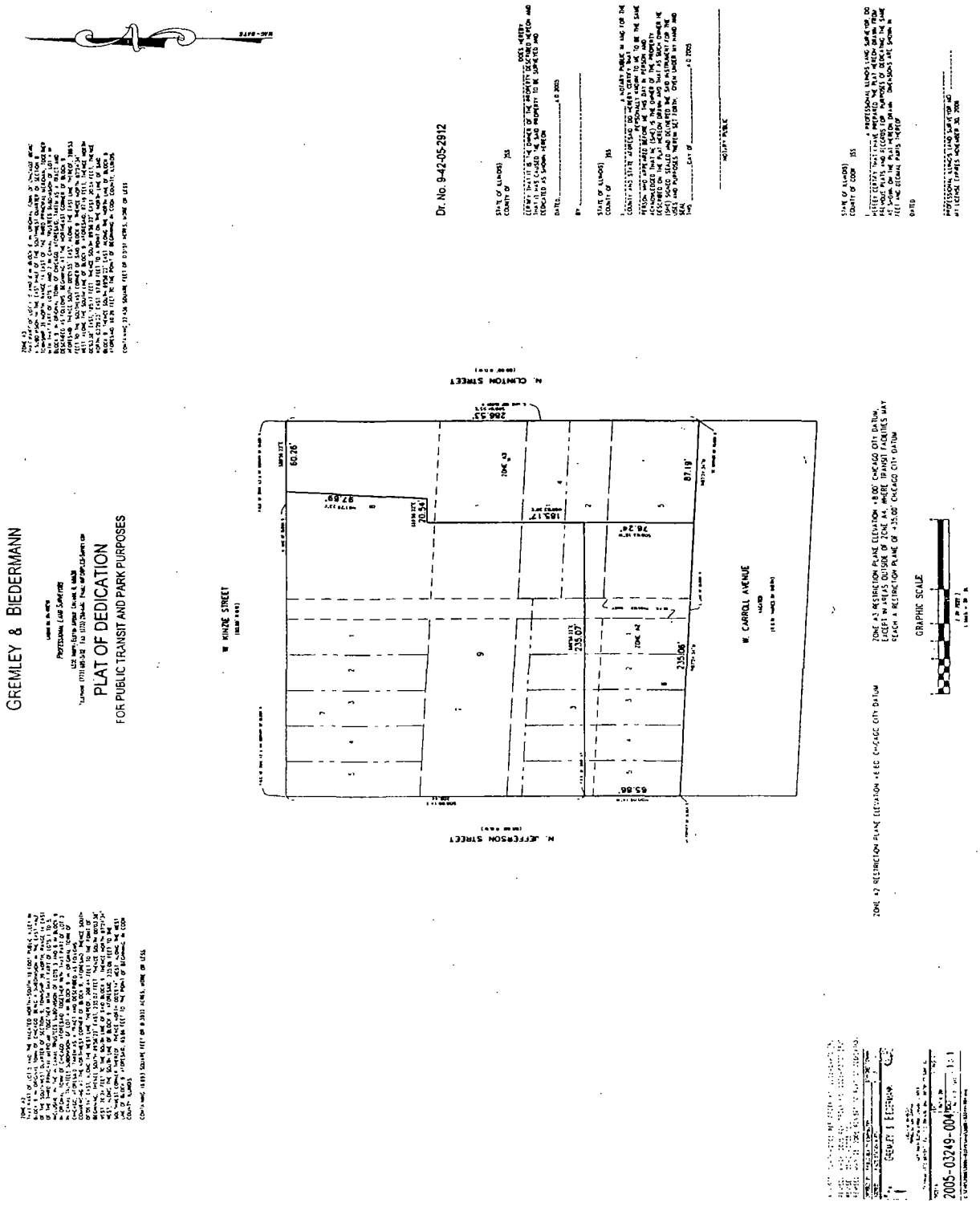
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed dedication for public transit and park purposes in block bounded West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street as shown on the drawing attached hereto for Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. (File Number 9-42-05-2912).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 95326 of this *Journal.*]

Ordinance associated with this drawing printed on page 95325 of this *Journal*.



AUTHORIZATION FOR APPROVAL OF DEDICATION FOR RAIL TRANSIT ON STRIP OF LAND IN AREA BOUNDED BY WEST KINZIE STREET, VACATED WEST CARROLL AVENUE, NORTH UNION STREET AND NORTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a dedication for a rail transit being a strip of land whose south line is also the centerline of vacated 21.80 foot wide alley, said alley located between West Kinzie Street and vacated West Carroll Avenue, the width of said strip being 39.0 feet on the west line of North Union Street and 38.26 feet on the east line of North Halsted Street. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed dedication for rail transit being a strip of land whose south line is also the centerline of a vacated 21.80 foot wide alley; said alley located between West Kinzie Street and vacated West Carroll Avenue, the width of said strip being 39.0 feet on the west line of North Union Street and 38.26 feet on the east line of North Halsted Street for Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. (File Number 10-27-06-2989).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

VACATIONS OF PORTIONS OF NORTH JEFFERSON STREET AND SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST KINZIE STREET, NORTH CLINTON STREET, VACATED WEST CARROLL AVENUE AND NORTH JEFFERSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of all that part of North Jefferson Street lying south of the westerly extension of the south line of West Kinzie Street, lying north of a line 206.44 feet, south of and parallel with the westerly extension of said West Kinzie Street and lying east of a line drawn from a point on the westerly extension of the south line of said West Kinzie Street which is 25.79 feet west of the east line of said North Jefferson Street, also vacating all of the remaining north/south 18.0 foot public alley and the east/west 10.0 foot public

alley in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street. This ordinance was referred to the Committee on December 7, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of part of public street, and parts of public alleys, described in the following ordinance; now, therefore,

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

SECTION 1. All that part of North Jefferson Street lying west of the west line of Lot 2 in Block 9 in Original Town of Chicago in the south part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois lying west of the west line of Lot 5 in Canal Trustee's Subdivision of Lot 7 in Block 9 of the Original Town of Chicago in the southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County,

Illinois lying west of the west line of Lot 5 in Canal Trustee's Subdivision of Lots 3 and 6 in Block 9 of the Original Town of Chicago aforesaid, lying west of a line drawn from the southwest corner of Lot 2 in Block 9 in the Original Town of Chicago aforesaid to the northwest corner of Lot 5 in Canal Trustee's Subdivision of Lots 3 and 6 in Block 9 in the Original Town of Chicago aforesaid, lying south of the westerly extension of the north line of Lot 5 in Canal Trustee's Subdivision of Lot 7 in Block 9 of the Original Town of Chicago aforesaid running west from the northwest corner of said Lot 5 for a distance of 25.79 feet to a point, said point to be known as point "A", lying north of a line which is 206.44 feet south of and parallel with the westerly extension of the north line of Lot 5 in Canal Trustee's Subdivision of Lot 7 in Block 9 of the Original Town of Chicago aforesaid, said parallel line running west from the west line of Lot 5 in Canal Trustee's Subdivision of Lots 3 and 6 in Block 9 in the Original Town of Chicago aforesaid a distance of 25.23 feet to a point, said point to be known as point "B" and lying east of a line drawn from the aforesaid point "A" to the aforesaid point "B";

Also,

all that part of the east/west 10 foot public alley lying south of the south line of Lot 2 in Block 9 of the Original Town of Chicago aforesaid, lying north of the north line of Lots 1, 2, 3, 4 and 5 in Canal Trustee's Subdivision of Lots 3 and 6 in Block 9 of the Original Town of Chicago aforesaid, lying east of a line drawn from the southwest corner of Lot 2 in Block 9 of the Original Town of Chicago aforesaid to the northwest corner of Lot 5 in Canal Trustee's Subdivision of Lots 3 and 6 in Block 9 of the Original Town of Chicago aforesaid and lying west of the southerly extension of the east line of Lot 2 in Block 9 of the Original Town of Chicago aforesaid produced south 10.0 feet;

Also,

all that part of the north/south 18 foot public alley lying west of the west lines of Lots 1 and 8 in Block 9 of the Original Town of Chicago aforesaid, lying east of the east line of Lot 2 in Block 9 of the Original Town of Chicago aforesaid, lying east of the east line of Lot 1 in Canal Trustee's Subdivision of Lot 7 in Block 9 of the Original Town of Chicago aforesaid, lying south of a line drawn from the northeast corner of Lot 1 in Canal Trustee's Subdivision of Lot 7 in Block 9 of the Original Town of Chicago aforesaid to the northwest corner of Lot 8 in Block 9 of the Original Town of Chicago aforesaid, lying east of the southerly extension of the east line of Lot 2 in Block 9 of the Original Town of Chicago aforesaid produced south 10.0 feet and lying north of the north line of the vacated 18 foot alley approved by the City Council of the City of Chicago December 3, 1945 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, December 21, 1945 as Document Number 13683869 said north line described in the last described Document as "the north line of said Sublot 1 of Lots 3 and 6 in Block 9 of Canal Trustee's Subdivision

aforementioned, produced east eighteen (18) feet" said part of public street, and parts of public alleys herein vacated being further described as all that part of North Jefferson Street lying south of the westerly extension of the south line of West Kinzie Street, lying north of a line 206.44 feet south of and parallel with the westerly extension of said West Kinzie Street and lying east of a line drawn from a point on the westerly extension of the south line of said West Kinsey Street which is 25.79 feet west of the east line of said North Jefferson Street, to a point on a line 206.44 south of and parallel with the westerly extension of the south line of West Kinzie Street which is 25.23 feet west of the east line of said North Jefferson Street; also vacating all of the remaining north/south 18.0 foot public alley and the east/west 10.0 foot public alley in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago ("City") hereby reserves for the benefit of the City and/or any entity designated by the City, jointly and individually, that part of North Jefferson Street as herein vacated, as a right-of-way for below-grade subway facilities and appurtenances thereto (including without limitation, manhole shafts, airshafts, fan rooms, splicing chambers, rail and walkways, emergency exits and stairwells, some of which may be to or at grade), and for the construction, operation, maintenance, repair; renewal, reconstruction or replacement of said facilities and for the installation of future transit facilities), with the right of ingress and egress (through existing points of access) into said area at all times for any and all such purposes. It is further provided that no buildings or other structures which in the sole judgment of the City would interfere with the construction, operation, maintenance, repair, renewal, reconstruction or replacement of said facilities ("Interference") shall be made on said right-of-way herein reserved, nor shall any use be made of said area which would cause an Interference in the sole judgment of the City, without the written consent of the City.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, AT&T, and Comcast their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and telecommunications and associated services under, over and along part of public street as herein vacated, with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within two hundred forty (240) days after the passage of this ordinance, Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated the sum of Zero Dollars ($0), which sum in the judgment of this body will be equal to

such benefits and that the developer record all dedications, vacations and easements relating to the vacations provided herein.

SECTION 5. The vacations herein provided for are made upon the express condition that within two hundred forty (240) days after the passage of this ordinance, Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, an attached drawing approved by the Superintendent of Maps, and a restatement of easement, which shall upon recordation thereof supersede the easement reserved in Section 2 above and which has been executed by the Commissioner of Transportation, the applicant, Jameson Clinton, L.L.C., FRC Kinzie/Jefferson, L.L.C. and such other parties if any, as the Commissioner of Transportation shall require, which shall state the terms and conditions upon which buildings or structures may be located in or on that portion of North Jefferson Street vacated herein.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 95333 of this *Journal*.]

VACATION OF PORTION OF WEST KINZIE STREET, BETWEEN NORTH HALSTED STREET AND NORTH UNION AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of portion of a street and public alleys in the block bounded by West Kinzie Street, North Clinton Street, vacated West Carroll Avenue and North Jefferson Street. This ordinance was referred to the Committee on December 7, 2006.

(Continued on page 95334)

Ordinance associated with this drawing printed on pages 95329 through 95332 of this *Journal*.

"A"

Original Town of Chicago in South part of Sec. 9-39-14.
Rec. March 29, 1837 Ante-Fire

"B"

Canal Trustees Sub. of Lots in the Original Town of Chicago
Rec. Aug. 31, 1848 Ante-Fire
Rerec. Sept. 24, 1877. Doc. 151,608.

"C"

Vacated by Ordinance Passed March 23, 1914 with reservations.
Rec. Oct. 6, 1914. Doc. #5507201

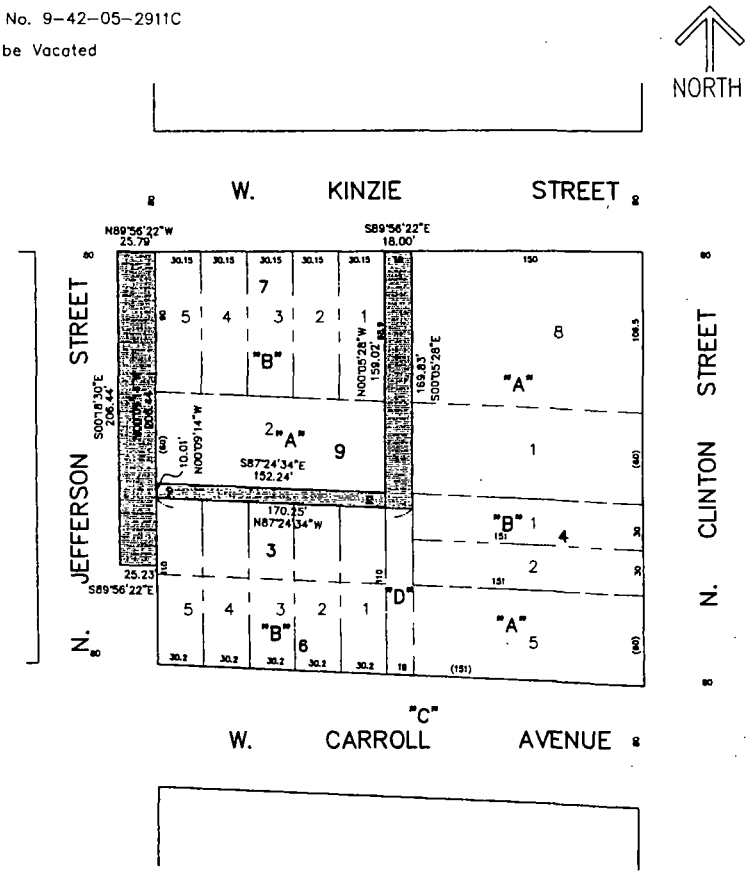
"D"

Vacated by Ordinance Passed Dec. 03, 1945.
Rec. Dec. 21, 1945. Doc. #13683869

RIGHT OF WAY WIDTHS SHOWN HEREON ARE RECORD WIDTHS.

Dr. No. 9-42-05-2911C

To be Vacated



(Continued from page 95332)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of part of street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of West Kinzie Street lying north of the north line of Lots 1 through 14, both inclusive, lying south of a line 14 feet north of and parallel with the north line of Lots 1 through 14, both inclusive, lying west of the northerly extension of the east line of Lot 1 and lying east of the northerly extension of the west line of Lot 14 all in Block 60 in Canal Trustee's Subdivision of lots and blocks in the southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public street herein vacated being further described as the south 14.0 feet of West Kinzie Street, between the east line of North Halsted Street and the west line of North Union Avenue as shaded and indicated by the words "To Be Vacated" on the drawing

hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property the sum of Zero Dollars ($0), which sum in the judgment of this body will be equal to such benefits and that the developer record all dedications, vacations and easements relating to the vacations provided herein.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Jameson Clinton, L.L.C. and FRC Kinzie/Jefferson, L.L.C. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 95336 of this *Journal*.]

VACATION OF PORTIONS OF SOUTH LUMBER STREET AND SPECIFIED PUBLIC ALLEY IN AREA BOUNDED BY SOUTH BRANCH OF CHICAGO RIVER, SOUTH HALSTED STREET, WEST 23RD STREET AND GREENE'S SOUTH BRANCH ADDITION TO CHICAGO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

(Continued on page 95337)

Ordinance associated with this drawing printed on pages 95334 through 95335 of this *Journal*.

"A"

Canal Trustees Sub. of Lots and Blocks in S.W. ¼ Sec. 9-39-14
(Original Town of Chicago)
Rec. Aug. 31, 1848 Ante-Fire
Re-rec. Sept. 24, 1877. Doc. #151607.
Re-rec. April 9, 1872 Doc. #23136.

"B"

Vacated by Ordinance Passed Sept. 29, 1943.
Rec. Jan 3, 1944 Doc. #13201133

"C"

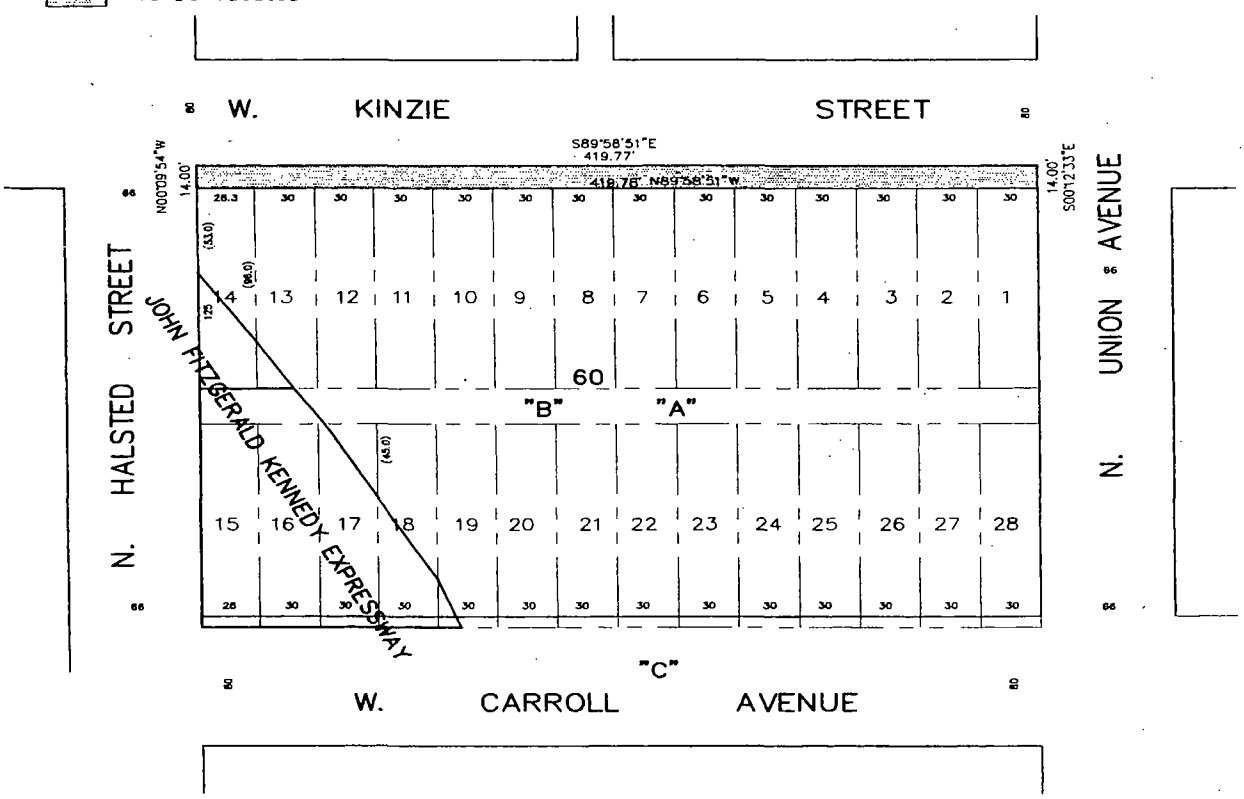
Vacated by Ordinance Passed March 23, 1914 with reservations.
Rec. Oct. 6, 1914. Doc. #5507201

RIGHT OF WAY WIDTHS SHOWN HEREON ARE RECORD WIDTHS.

Dr. No. 9-27-05-2911A

To be Vacated

NORTH



(Continued from page 95335)

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of a street and alley in the block bounded by South Halsted Street, West 23rd Street and the south branch of the Chicago River. This ordinance was referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to 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 has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 849 to 855 West 23rd Street, the properties at 2364 to 2372 South Lumber Street and the properties at 2367 to 2375 South Lumber Street are owned by KDC-Cermak Investments, L.P. and will be leased to Blue Cross Blue Shield of Illinois as production, warehouse and office facilities for eighty (80) to two hundred (200) full-time employees with additional parking; and

WHEREAS, KDC-Cermak Investments, L.P. proposes to use the portions of street and alleys to be vacated herein for a production, warehouse and office facility to be leased by Blue Cross Blue Shield of Illinois with additional parking; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South Lumber Street lying south and southerly of the southerly line of Lots 5 to 8, both inclusive, in Block 3, lying north and northerly of the northerly line of Block 4, lying east and easterly of the east line of South Lumber Street, as vacated, in accordance with an ordinance approved by the Chicago City Council, "September 19, 1870 Report of Committee on Streets and Alleys on an Ordinance Vacating Lumber Street from Joy's Canal to Greene's South Branch Addition (W.D.)", (W.D. means West Division), to Chicago, cited as Document Number 1869/70 1363 A 09/19, and published in the *Chicago City Council Proceedings Files, 1833 -- 1871 An Inventory*, published by the Illinois State

Archives, said east line of vacated South Lumber Street being described as a line drawn from the southwesterly corner of Lot 5 in Block 3 to the northwesterly corner of Block 4 and lying west and westerly of a line drawn from the southeast corner of Lot 8 in Block 3 to the northeast corner of Block 4 all in the subdivision of the west 2.56 acres of the east 16.72 acres in the northeast fractional quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also,

all that part of the east/west 20 foot public alley lying south of the south line of Lots 1 to 4, both inclusive, lying north of the north line of Lots 5 to 8, both inclusive, lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 8 and lying east of a line drawn from the southwest corner of Lot 4 to the northwest corner of Lot 5 all in Block 3 in subdivision of the west 2.56 acres of the east 16.72 acres in the northeast fractional quarter of Section 29 aforesaid, said part of public street and part of public alley herein vacated being further described as South Lumber Street lying between a line 569.35 feet, more or less, west of and parallel with the west line of South Halsted Street, as measured along the south line of West 23rd Street and a line 88 feet, more or less east thereof, as measured along the south line of West 23rd Street together with the east/west 20 foot public alley lying between said line 569.35 feet, more or less, west of and parallel with the west line of South Halsted Street, as measured along the south line of West 23rd Street and a line 88 feet, more or less, east of and parallel with said line 569.35 feet, more or less, west of and parallel with the west line of South Halsted Street, being measured along the south line of West 23rd Street, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Commissioner of Transportation is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the

City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the vacation of the public way with restrictions on its use.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, KDC-Cermak Investments, L.P. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 2 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance printed on page 95341 of this *Journal.*]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST DEVON AVENUE, NORTH ROCKWELL STREET WEST ARTHUR AVENUE AND NORTH MAPLEWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of an east/west 16 foot public alley bounded by West Devon Avenue, North Rockwell Street, West Arthur Avenue and North Maplewood Avenue. This ordinance was referred to the Committee on October 4, 2006.

(Continued on page 95342)

Ordinance associated with this drawing and legal description printed on pages 95338 through 95340 of this *Journal.*

"A"

Greene's South Branch Addition to Chicago (being the N. Fractional part of Sec. 29-39-14 except the E. 16.72 Acres.)

"B"

Sub. of the W. 2.56 Acres of the E. 16.72 Acres in the N.E. Frac'l. ¼ of Sec. 29-39-14.

"C"

T O'Neil's Addition to Chicago, being the E. 8.36 Acres of the N.E. Frac'l. ¼ of Sec 29-39-14.

"D"

Mrs. (Bridget) O'Neil's Sub of 4.80 Acres of the W ½ of the E. 16.72 Acres in the N.E. Frac'l. ¼ of Sec. 29-39-14.

"E"

Ordinance vacating Lumber St. from Joy's Canal to the E. Line of Greene's South Branch Addition to Chicago (being the N Fractional part of Sec 29-39-14 except the E. 16.72 Acres).

"F"

Ordinance vacating the E. 105 ft. of Alley in Block 3 of O'Neils Addition to Chicago, being the E. 8.36 Acres of the N.E. Frac'l.¼ of Sec. 29-39-14.

"G"

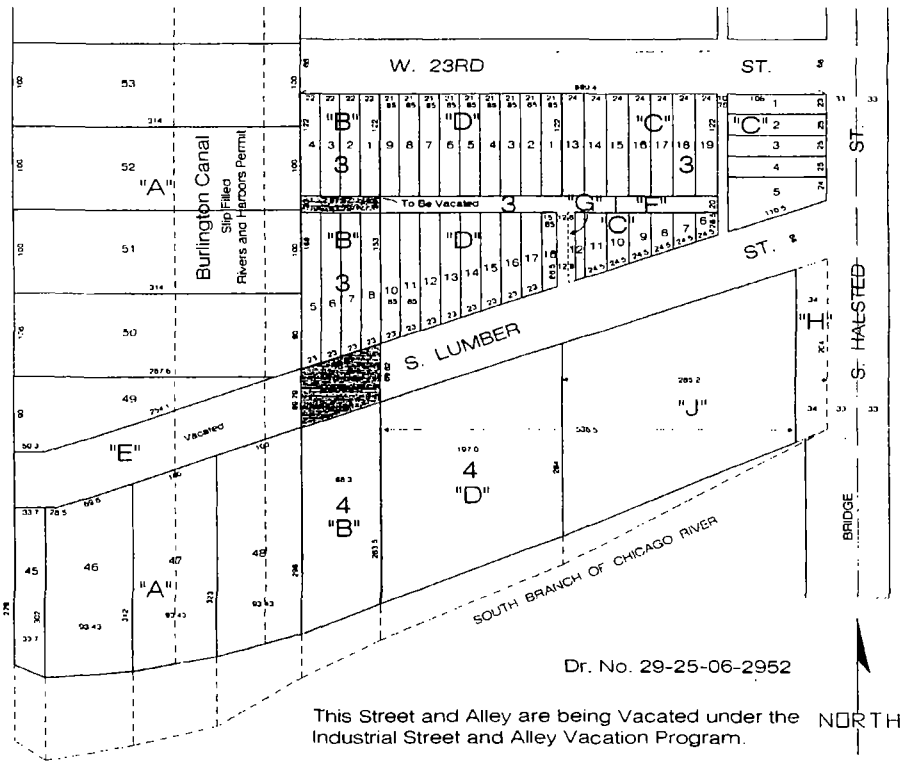
Dedication for Public Alley being the W. 8 ft. of Lot 12 in Block 3 of O'Neils Addition to Chicago, being the E. 8.36 Acres of the N.E. Frac'l.¼ of Sec. 29-39-14.

"H"

Acquired by Condemnation Proceedings dated Aug. 5, 1932, for bridge purposes. Circuit Court General No. B-240683.

"J"

Unnumbered block known as Block 4 or that part S. of Lumber St. of O'Neils Addition to Chicago, being the E 8 36 Acres of the N.E. Frac'l.¼ of Sec. 29-39-14.



(Continued from page 95340)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east/west 16 foot public alley lying north of the north line of Lots 9 and 10, lying south of the south line of Lot 11, lying east of a line drawn from the northwest corner of Lot 10 to the southwest corner of Lot 11 and lying east of the southerly extension of the east line of Lot 11 all in Block 5 in

William L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, said part of public alley herein vacated being further described as the west 124.93 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Devon Avenue, North Rockwell Street, West Arthur Avenue and North Maplewood Avenue, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Mohammed Siddiqi shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated the sum of One Hundred Sixty-six Thousand and no/100 Dollars ($166,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in North Rockwell Street lying between West Arthur Avenue and West Devon Avenue. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Mohammed Siddiqi shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

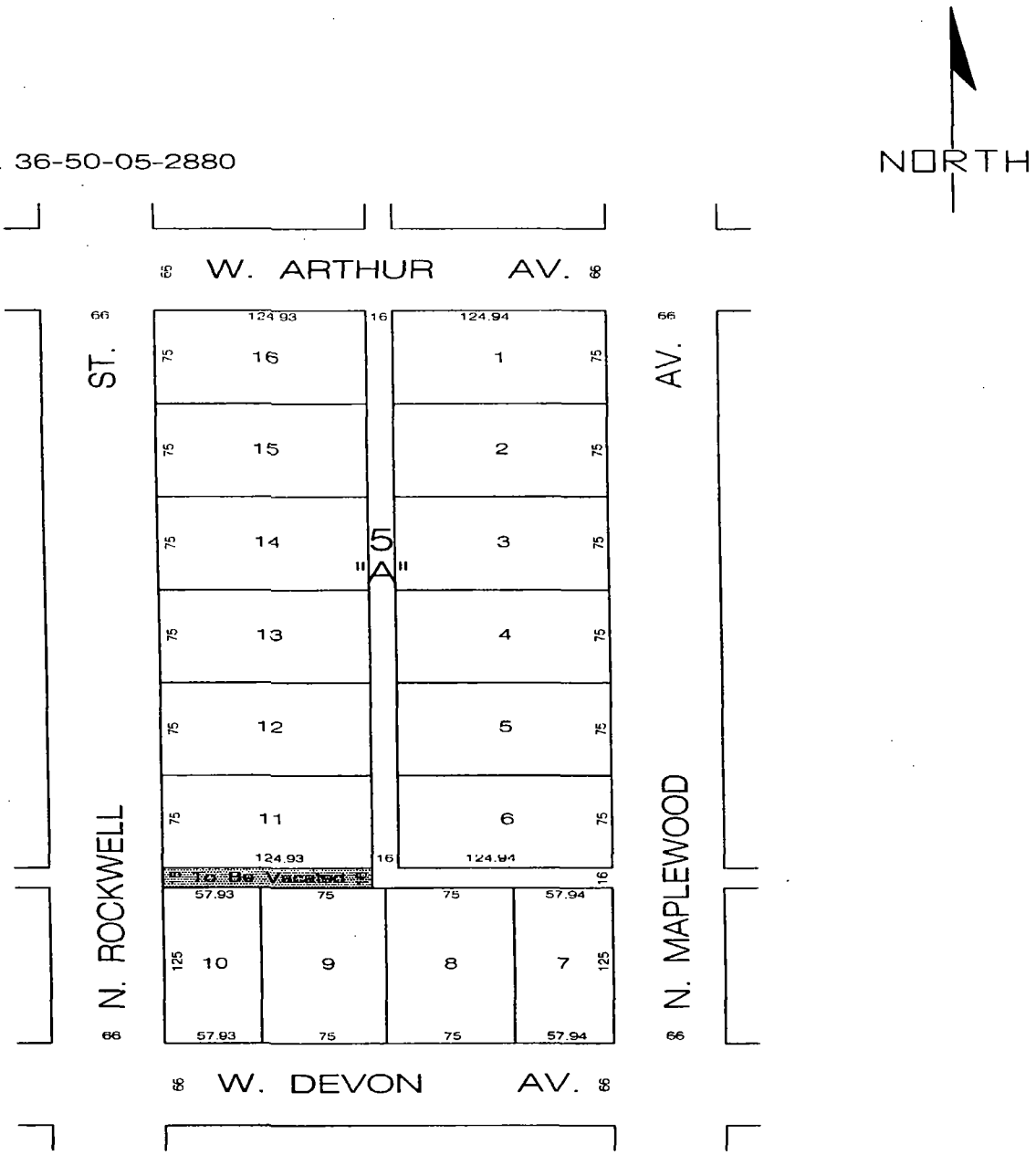
[Drawing and legal description referred to in this ordinance printed on page 95344 of this *Journal*.]

Ordinance associated with this drawing and legal description printed on pages 95342 through 95343 of this *Journal*.

"A"

William L. Wallen's Edgewater Golf Club Add. to Rogers Park, being a Sub. of the S.E.¼ of the S.E.¼ of Sec. 36-41-13.

Dr. No. 36-50-05-2880



AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC PORTION OF NORTH FAIRFIELD AVENUE, BETWEEN NORTH FULLERTON AVENUE AND PUBLIC ALLEYS NORTH THEREOF.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic all that part of North Fairfield Avenue lying north of the north line of West Fullerton Avenue and lying south of the south line of the first east/west 14 foot public alleys north of West Fullerton Avenue extended easterly and westerly. This ordinance was referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic all that part of North Fairfield Avenue lying north of the north line of West Fullerton Avenue and lying south of the south line of the first east/west 14 foot public alleys north of West Fullerton Avenue extended easterly and westerly.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC PORTION OF SOUTH JEFFERSON STREET, BETWEEN WEST 16TH STREET AND WEST 18TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic a segment of South Jefferson Street. The original ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic the following segment of South Jefferson Street: the south 145.1 feet, more or less, of the north 322.0 feet, more or less, of South Jefferson Street lying between the south line of West 16th Street and the north line of West 18th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC PORTIONS OF SOUTH FEDERAL STREET, WEST 25TH STREET AND SPECIFIED PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 24TH STREET, SOUTH DEARBORN STREET, WEST 25TH STREET AND SOUTH FEDERAL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic all that part of South Federal Street lying south of the south line of West 24th Street and lying northerly of the northerly line of the property acquired for the southwest route of Comprehensive Superhighway System and closing of West 25th Street lying southerly of the northerly line of the property acquired for the southwest route aforesaid and lying west of the west line of South Dearborn Street and closing the 15 foot public alley bounded by West 24th Street, South Dearborn Street, West 25th Street and South Federal Street. This ordinance was referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic all that part of South Federal Street lying south of the south line of West 24th Street and lying northerly of the northerly line of the

property acquired for the southwest route of Comprehensive Superhighway System, General Ordinance passed July 11, 1957 (Adlai E. Stevenson Expressway),

Also,

closing West 25th Street lying southerly of the northerly line of the property acquired of the southwest route aforesaid and lying west of the west line of South Dearborn Street,

Also,

closing all of the remaining east/west 16 foot public alley and the north/south 15 foot public alley in the block bounded by West 24th Street, South Dearborn Street, West 25th Street and South Federal Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

PERMISSION GRANTED TO CHICAGO TRANSIT AUTHORITY TO INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE ON PORTIONS OF NORTH CHERRY AVENUE, NORTH NORTH BRANCH STREET AND WEST BLACKHAWK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance giving consent and permission to the Chicago Transit Authority, a municipal corporation, to install, maintain and operate a motorbus route on North Cherry Avenue, from North North

Branch Street to West Blackhawk Street; North North Branch Street, from North Halsted Street to West Blackhawk Street and West Blackhawk Street, from North Cherry Avenue to North North Branch Street. This ordinance was referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That consent and permission of the City of Chicago is hereby given to the Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on:

North Cherry Avenue, from North North Branch Street to West Blackhawk Street;

North North Branch Street, from North Halsted Street to West Blackhawk Street; and

West Blackhawk Street, from North Cherry Avenue to North North Branch Street,

as part of the Chicago Transit Authority's bus route, authorized by the ordinance granted to the Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

CONSIDERATION FOR CONSTRUCTION OF TRAFFIC CIRCLES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders authorizing and directing the Commissioner of Transportation to give consideration to the construction of traffic circles at specified intersections. These orders were referred to the Committee on November 8, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Intersection Of West 101st Street
And South May Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a traffic circle at the intersection of West 101st Street and South May Street.

Intersection Of West 102nd Street
And South May Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a traffic circle at the intersection of West 102nd Street and South May Street.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing the exemption of sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at specified locations. These ordinances were referred to the Committee on November 8, 2006 and November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Armitage Albany, L.L.C./Mr. Jason O'Beirne.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Commissioner of Transportation is hereby authorized and directed to exempt Armitage Albany, L.L.C./Jason O'Beirne from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3060 -- 3066 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Jakub Dunajczan.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Jakub Dunajczan of 5901 South Talman Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5901 South Talman Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

JVI Auto Alarms, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt JVI Auto Alarms, Inc., 2635 North Central Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2635 North Central Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

New Dimensions Christian Center.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt New Dimensions Christian Center of 6115 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to use parking for 6115 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Adis Sator.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Adis Sator of 855 East 64th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 855 East 64th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Silverstone Builders, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Silverstone Builders, Inc. of 5838 -- 5840 South Dr. Martin Luther King, Jr. Drive from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5838 -- 5840 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Smithfield Properties XLI, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Smithfield Properties XLI, L.L.C. of 400 West Huron Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 626 -- 644 South Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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306 -- 314 West 31st Street.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 306 -- 314 West 31st Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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639 West Briar Partners.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Director of Revenue is hereby authorized and directed to exempt 639 West Briar Partners from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 639 West Briar Place.

SECTION 2. The ordinance shall take effect and be in force from and after its passage and publication.

2444 West Diversey, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt 2444 West Diversey, L.L.C. of 2444 West Diversey Parkway from requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2444 West Diversey Parkway.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

2556 Blue Island L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2556 Blue Island L.L.C. of 2520 South Oakley Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to 2520 South Oakley Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

4858 -- 4872 North Clark Street L.L.C.

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

SECTION 1. Pursuant to the Municipal Code 10-20-430 (prior Code Section 33-19.1) the Commissioner of the Department of Transportation is hereby authorized and directed to exempt 4858 -- 4872 North Clark Street L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4860 -- 4872 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

4907 -- 4909 North Talman, L.L.C./Mr. Paul Stevens.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 4907 -- 4909 North Talman, L.L.C./Paul Stevens, manager, 4907 -- 4909 North Talman Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4907 -- 4909 North Talman Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

4960 -- 4964 North Western Avenue.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the property owners of 4960 -- 4964 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4960 -- 4964 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AMENDMENT OF ORDINANCE WHICH EXEMPTED J.W. AUTO SERVICES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 6618 NORTH MILWAUKEE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 7, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for J.W. Auto Services, Inc. on November 1, 2006 and printed upon page 90369 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "6618 North Milwaukee Avenue" and inserting in their place the words: "6118 North Milwaukee Avenue". This ordinance was referred to the Committee on November 15, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus 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 ordinance passed by the City Council of the City of Chicago for J.W. Auto Services, Inc. on November 1, 2006 and printed upon page 90369 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "6618 North Milwaukee Avenue" and inserting in their place the words: "6118 North Milwaukee Avenue".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17, CHAPTER 8, SECTION 0600 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY FURTHER REGULATING PLANNED DEVELOPMENT REVIEW AND APPROVAL PROCEDURES FOR PROPERTY WITHIN DOWNTOWN OR OTHER DISTRICTS.

(Application Number TAD-377)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of fifteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15900, 15922, 15911, 15626, 15658, 15864, 14510, 15356, 15769, A-7043, A-7008, A-7009, A-6008, A-5876 and TAD-377.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

Alderman E. Smith 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 17-8-0600 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

17-8-0600 Elective Planned Development Thresholds.

Applicants for developments that do not meet the minimum criteria for a mandatory planned development may nonetheless elect to follow the planned development review and approval procedures if the proposed development is to be located on a site with a minimum site area of 12,500 square feet in any D district, or 21,875 square feet in any other district and meets at least one of the following criteria:

~~17-8-0601 is to be located on a site with a minimum site area of 12,500 square feet or more in any D district or one acre or more in any other district;~~

17-8-~~0602~~ 0601 is to include at least 50% of the number of dwelling units that triggers a mandatory P.D.. (In an RT4 district, for example, a townhouse development containing at least 20 dwelling units would be eligible to follow the elective planned development review and approval procedures);

17-8-~~0603~~ 0602 is to include at least 50% of the gross floor area that triggers a mandatory P.D.. In a B or C zoning district, for example, a commercial use containing at least 37,500 square feet of gross floor area would be eligible to follow the elective planned development review and approval procedures.

17-8-~~0604~~ 0603 is to include a building that is at least 50% of the height of a building that triggers a mandatory P.D.. In a D dash 5 district, for example, a residential building of at least 65 feet in height or a nonresidential building of at least 75 feet in height would be eligible to follow the elective planned development review and approval procedures.

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 17, CHAPTER 17, SECTION 0104-A(4) OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY MODIFYING DEFINITION OF ADULT ENTERTAINMENT CABARET.

(Application Number TAD-360)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of fifteen ordinances which were corrected and amended in their amended form. They are Application Numbers15900, 15922, 15911, 15626, 15658, 15864, 14510, 15356, 15769, A-7043, A-7008, A-7009, A-6008, A-5876 and TAD-377.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- Alderman Balcer -- 1.

Alderman E. Smith 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. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 17-17-0104-A (4) by deleting the language struck-through as follows:

4. An adult entertainment cabaret is a public or private establishment which (i) features topless dancers, strippers, (ii) ~~male or female impersonators~~; (ii) not infrequently features entertainers who display "specified anatomical areas"; or (iii) features entertainers who by reason of their appearance or conduct perform in a manner which is designed primarily to appeal to the prurient interest of the patron or entertainers who engage in, or engage in explicit simulation of, "specified sexual activities".

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE
OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY RECLASSIFICATION OF AREA SHOWN
ON MAP NUMBER 2-F.
(As Amended)
(Application Number 15515)

(Committee Meeting Held May 25, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 25, 2006, I beg leave to recommend that Your Honorable Body *Pass* one ordinance transmitted herewith for the purpose of reclassifying a particular area. It is referred to as Application Number 15515 for property located at 1158 South Clark Street which was corrected and amended in its amended form.

At this time, I move for passage of the amended ordinance transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development Number 523, as amended, symbols and indications as shown on Map Number 2-F in the area bounded by:

West Polk Street; a southwesterly line (194.27 feet long) starting on the south line of West Polk Street at a point 148.54 feet east of the east line of South Financial Place and ending at a point 194.27 feet south of the south line of West Polk Street and 79 feet, more or less, west of the centerline of vacated South LaSalle Street; a line 332.69 feet, more or less, west of the west line of South Clark Street; a line 497.43 feet south of the south line of West Polk Street; South Clark Street; West Roosevelt Road; South Wells Street; the alley next north of West Taylor Street; and the alley next east of South Wells Street,

to those of Residential-Business Planned Development Number 523 as amended, which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development (the "Planned Development") consists of approximately nine hundred sixty-eight thousand five hundred ninety-six (968,596) square feet (twenty-two and twenty-four hundredths (22.24) acres) net site area which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property").

2. The applicant shall obtain all official reviews, approvals and permits necessary to implement the development of the Property. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way depicted on the Right-of-Way Adjustment Map shall require a separate submittal on behalf of the applicant and approval by the City Council. Any areas to be dedicated shall be excluded and any areas to be vacated shall be included in determining the Net Site Area (as said term is defined by the Chicago Zoning Ordinance) of this Planned Development.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors.

Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this statement shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors of the Property. Provided, however, that where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" or "legal titleholder" shall be deemed to refer solely to the condominium association of the owners or legal titleholders of such portions of the improvements and not to the individual unit owners therein. An agreement among property owners, the board of directors of any property owners association, or a covenant binding property owners, may designate the party or parties authorized to make application for any future amendment, modification or change with respect to all or any portion of the Property. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Planned Development consists of: nineteen (19) Planned Development Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Right-of-Way Adjustment Map; and a Subarea Plan. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. References to the Chicago Zoning Ordinance and other provisions of the Municipal Code shall mean those provisions in effect as of the date of this Planned Development. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The area within the Planned Development boundaries is divided into eight (8) subareas as indicated on the Subarea Plan. The following uses shall be permitted within all subareas except Subarea III:

dwelling units, business and professional offices, hotels and motels, retail and commercial uses, any use permitted in the DX-5 Downtown Mixed-Use zoning district (except auto service stations and motor vehicle service/repair garages), railroads, railroad rights-of-way, open space and park uses, playgrounds (including without limitation recreational facilities relating to day care establishments), golf courses, tourist homes and lodging houses, hospitals, housing and assisted living facilities for elderly persons, indoor and outdoor athletic and recreational facilities, indoor and outdoor entertainment related uses, accessory and nonaccessory off-street parking, restaurants and taverns including live entertainment and dancing, telecommunication antennae and facilities, theaters (including cinemas), health clubs, day care centers, colleges, universities, schools of any type, churches, libraries, home occupations, philanthropic and eleemosynary uses and accessory uses; provided, however, no single floor of any single building shall be occupied by both residential and nonresidential uses, except as permitted by the Home Occupation provisions of the Chicago Zoning Ordinance.

The following uses shall be permitted within Subarea III:

Publicly available open space, park uses and facilities, playgrounds, outdoor athletic and recreational uses, outdoor entertainment and related uses and facilities, farmers markets, outdoor exhibit and entertainment (including without limitation art festivals and live music).

6. Identification signs and on-site business and business identification signs and temporary signs, such as construction marketing signs, are permitted upon the Property subject to the review and approval of the Department of Planning and Development (the "Department"). No business signs shall be permitted within Subarea III of the Property.

7. Any private roadway or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago. Vehicular ingress and egress shall be subject to the review and approval by the Chicago Department of Transportation and by the Department. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way

and in compliance with the Municipal Code of the City of Chicago. Applicant has obtained preliminary approval from the Chicago Department of Transportation for the design geometry of the driveway on Roosevelt Road in Subarea I; however, final approval must be obtained from the Chicago Department of Transportation and the Illinois Department of Transportation. A continuous sidewalk shall be provided along all private streets (except along the Metra side of a public or private street or drive) as necessary to assure pedestrian access between all development located along said private streets and the public way.

The owner(s) of the commercial units in Subareas I and II shall participate in a Roosevelt Road corridor association such as a traffic management association, a special service area or similar entity in a manner proportionate to the member's traffic impact on the Roosevelt Road corridor as determined by the Department, the Department of Transportation and the members of the association. The West Roosevelt Road corridor is defined to include properties on the north and south sides of West Roosevelt Road, from South Clark Street on the east to the Dan Ryan Expressway (Interstate 90/94 on the west). A formula shall be devised to calculate the traffic impact of the retail and commercial uses along the corridor, including but not limited to one or more of the following: trip generation, peak hour volumes, store footage, number of parking spaces, or other such quantifiable measurements. Fees charged to members of the association shall not exceed their equitable share which shall be based on the commercial traffic impact of each property as a percent of commercial traffic impact of all properties in the corridor. The City anticipates that the entity will provide services that enhance traffic flow in the corridor including but not limited to a trolley to convey shoppers between developments within the Roosevelt Road corridor, information to provide shoppers with alternate routes to the Roosevelt Road corridor developments. At the written request of the entity, applicant agrees to cooperate in establishing a shared parking arrangement among entity members to minimize short vehicular trips between proximate developments within the Roosevelt Road corridor. The City agrees to endeavor to secure voluntary participation in the association by owners of developed property in the corridor.

8. The height of each building and free-standing structure located upon the Property and any appurtenances attached thereto, shall be subject to the Bulk Regulations and Data Table as well as any height limitations established by the Federal Aviation Administration.

9. For purposes of maximum floor area ratio ("F.A.R.") calculations, the definition contained in the Chicago Zoning Ordinance shall apply. Transfer of floor area from one subarea to another may be approved by the Department if it meets the criteria for minor changes set forth in Statement Number 12 hereof.

10. The improvements on the Property shall be designed, constructed and maintained in general conformance with the plans and exhibits set forth in Statement Number 4.

In addition, the development of the Property shall be subject to the following:

a. Parking. Off-street parking shall be provided upon the Property in accordance with the provisions of this statement and the Bulk Regulations and Data Table and shall also be subject to the standards set forth below:

(1) Interim outdoor, at-grade, off-street parking existing on the Property on the date of this amended Planned Development may be maintained as is for a period not to exceed five (5) years; provided, however, that the Commissioner of the Department may authorize the continuation of such interim parking for additional periods where deemed appropriate. Any new interim outdoor, at-grade, off-street parking shall be located, landscaped and maintained in a manner consistent with the vehicular use area landscaping and screening provisions of the Chicago Zoning Ordinance and associated regulations.

(2) Permanent, at-grade, off-street parking that is not enclosed in a structure and which is visible from a public right-of-way is permitted subject to the following limitations. Such parking shall be set back at least twenty (20) feet from any adjacent public right-of-way. Such setback shall be bermed to a height of at least two (2) feet above the grade of the adjacent sidewalk and shall be landscaped with one (1) two and one-half (2½) inch caliper tree for every twenty-five (25) feet of frontage along the public way, shrubs and ground cover to provide a continuous screen of at least two and one-half (2½) feet in height total, including the berm, so as to substantially screen the parking lot from view from the adjacent right-of-way. In addition to appropriate landscaping, a decorative fence a minimum of four (4) feet high shall be constructed along the top of the berm to further enhance the screening of the adjacent parking. In lieu of the screening described above, the Department may approve an alternative treatment including, but not limited to, vine-covered fences or trellises, structural walls or screens upon a finding that such alternative treatment would:

(a) provide an effective visual screen of the parking areas and parked automobiles;

(b) promote the physical definition of a continuous street wall;

(c) provide a visual effect which promotes and enhances the vehicular and pedestrian experience through the use of quality architectural and urban design; and

(d) be appropriately designed and maintained to satisfy applicable building and/or landscape industry standards.

Notwithstanding the foregoing, the provisions of this Statement 10.a.(2) shall not apply to parallel parking provided on public and private streets and drives on the Property.

(3) Off-street parking required to serve uses developed on the Property shall be located on the same side of the Metra tracks as the use served. For residential uses, parking shall be located within six hundred (600) feet walking distance of the residential use served. Parking required to serve non-residential uses shall be located within one thousand five hundred (1,500) feet walking distance of the non-residential use served.

(4) The applicant is encouraged to conceal parking structures either by fronting them with habitable space or by enclosing the openings with glazing. Where the exterior walls of any parking structure face or will be substantially visible from a public right-of-way, such walls shall be designed and detailed to be similar in appearance to habitable spaces above, adjacent or in the vicinity of the garage. Such similar design elements shall include, but not be limited to: materials, size, shape, number, and pattern of window openings, cornices, moldings, reveals, sills and other decorative surface treatments. Glazing at window openings is strongly encouraged. Window frames, metal screens or other decorative screening devices should be considered where glazing is not utilized. Ramps, cars and headlights shall be entirely screened and ceiling lights shall be substantially screened from view from pedestrians on the public way and from adjacent residential units.

Where parking structures are located in a building with one hundred (100) or more feet of frontage which fronts on South Clark Street, South Wells Street or West Roosevelt Road, a minimum of twenty percent (20%) of the linear distance of said frontage shall be occupied by active uses. Active uses shall include lobbies, entry areas and passageways, elevator and stair areas, retail, services, restaurants, amusement establishments and institutional or cultural uses. A minimum of seventy-five percent (75%) of the linear distance of said required active use shall be glazed with clear glazing between two (2) feet, six (6) inches and eight (8) feet, zero (0) inches above the sidewalk level. Access to parking structures may be located along any public or private street.

The following design features are strongly encouraged wherever feasible: setback of parking structures above ground floor retail with rooftop planting terraces.

b. Loading. Off-street loading shall be provided upon the Property in accordance with this statement and with the Bulk Regulations and Data Table. All loading required by this Planned Development shall be located proximate to the building or use served. No unenclosed loading areas shall be located facing South Wells Street, South Clark Street or the Subarea III park. The view of loading areas from other public streets shall be minimized through the use of landscaping and fencing.

c. Curb Cuts. Private roadways, driveways, entrances to off-street parking and to loading docks, openings for vehicular drop-offs and all other facilities requiring curb cuts shall be located to minimize conflicts with on-street traffic and with pedestrian circulation. Any required street tree removed or made infeasible due to location of a curb cut for a loading dock shall be provided elsewhere upon the Property. No curb cut shall be located within fifty (50) feet of any other curb cut. All curb cuts shall be constructed in accordance with the standards of the City of Chicago. No more than five (5) curb cuts for roadways and drives, parking and loading entrances shall be located along South Wells Street. No more than two (2) curb cuts for roadways shall be located along South Clark Street. Vehicular drop-off areas along South Clark Street shall be subject to C.D.O.T. approval.

d. Landscaping.

(1) Parkway trees shall be installed and maintained in the public right-of-way adjacent to any development of the Property in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and associated regulations unless approved by the Commissioner of the Department of Planning and Development in accordance with Statement 12. Open areas of the Property not otherwise devoted to permitted buildings, parking areas or pedestrian/vehicular circulation areas shall be landscaped to enhance the appearance of the development from the public street, to screen unattractive uses from the street and to provide buffers between adjacent uses. In connection with residential uses, adequate and appropriately designed open space shall be provided in the form of gardens, landscaped areas, children's play lots, playgrounds and above-grade open space facilities (such as roof decks). Landscaping shall consist of grass, ground cover, shrubs, trees or other living plant materials. All landscaping shall be properly maintained at all times. Street trees shall be located in continuous raised planters. The areas along and adjacent to the Metra embankment: (i) shall be fenced; and (ii) notwithstanding the second sentence of this subsection d.(1) above, shall not be required to be landscaped with trees or other landscaping features that would obstruct, or otherwise restrict the configuration of, permitted buildings, parking or loading areas, private drives or would be inconsistent with the applicant's rights and obligations in the ten (10) foot wide Metra maintenance easement area.

(2) Prior to development, open areas of the Property shall be maintained with grass; provided, however, that the following areas shall not be subject to this requirement: existing parking areas, roadways and other paved areas; areas occupied by existing foundations or other impediments to the growth of grass; areas occupied by the Metra facilities; existing public rights-of-way; and areas subject to covenants, easements or other restrictions inconsistent with the maintenance of grass. The initial planting of the grass where required shall be completed no later than one (1) year following adoption of this Planned Development.

e. Building Design And Exterior. The exterior walls of any structure, including walls and fences, facing or visible from the public way shall be designed and constructed to avoid a monotonous and blank appearance through the use of texture and detail, windows, openings, projections, recesses, offsets, variations to the parapet wall, variations in type or color of materials or other architectural devices. The following design features are strongly encouraged wherever feasible: awnings; retail, offices uses, lobby space or similar active uses at ground level; orientation and configuration of buildings located proximate to the south and east boundaries of the Subarea III park area to enhance sunlight onto the Subarea III park area; and cornice lines and other architectural devices to enhance pedestrian scale.

f. Roosevelt Road Building Orientation And Entrances. Except for improvements for which site plan approval has been issued as of the effective date hereof, all buildings constructed adjacent to Roosevelt Road shall rise a minimum of one (1) story above West Roosevelt Road, shall include pedestrian entrance from West Roosevelt Road and shall otherwise be designed to promote an active pedestrian street level, avoiding large expanses of blank facades, and including transparent and/or display windows. Any such building with frontage along both West Roosevelt Road and South Wells Street shall, in addition to the entrance from the plaza area of the Property at the West Roosevelt Road grade level, provide an entrance at grade level from South Wells Street. One vehicle entrance and exit drive shall be permitted along West Roosevelt Road, the location and final geometry of which shall be subject to C.D.O.T. approval. A pedestrian transition from the West Roosevelt Road level to the South Wells Street level shall be included within any such building.

g. Fencing. Fencing materials facing all public streets and common open spaces shall be at least seventy percent (70%) transparent and no more than five (5) feet in height.

h. Structures Along South Wells Street. Structures that front along South Wells Street shall be located and designed to promote a pedestrian characater on South Wells Street including, to the extent practical and/or feasible, avoiding large expanses of blank facades by incorporating front entries, windows and similar features into the South Wells Street facades of such structures. This requirement is in addition to the provisions of subsections a. through f. of this Statement Number 10.

i. Open Space.

(1) The Building Separation Zones depicted on the Subarea Plan shall be landscaped and improved in connection with adjacent development to provide appropriate pedestrian and vehicular access to adjacent development, streets and private drives. Such Building Separation Zones shall be open in appearance and shall include no buildings, fences or similar obstructions. Other than areas within the zones which are improved with plazas, roadways, walks, pedestrian furnishings, lighting, improvements typically associated with a right-of-way (including adjacent sidewalks, parkways and other improvements) and related items, the zones shall be landscaped with plant material and other landscaping materials.

(2) Except for the Subarea III park area, open space provided upon the Property shall be entitled to credit against otherwise applicable Open Space Impact Fees, if such open space satisfies the provisions of the Open Space Impact Fee Ordinance, Chapter 16-18 of the Chicago Municipal Code (the "Open Space Ordinance") and the provisions of the Open Space Impact Fee Administrative Regulations and Procedures (the "Open Space Regulations").

j. Particular Uses. Freestanding telecommunications towers, because of their unique characteristics, shall be subject to additional review by the Department to establish that the impact of such use at a particular location is not significantly adverse to public health, safety or welfare.

k. Public And Quasi-Public Improvements. Subject to Statement 10(1) below, prior to occupancy of any building or use of the Property, improvements necessary to serve or accommodate said building or use shall be in place and available for use. Said improvements shall be designed, constructed and installed in accordance with applicable City standards, laws and regulations subject to the approval of the appropriate City departments and agencies, as required, as well as in conformance with applicable state and federal standards, regulations and laws. Improvements necessary to serve uses or buildings on the Property are the following: (i) the public roadway improvements depicted on the Public Right-of-Way Improvement Plan and Intersection Improvement Plan (including pavement, required turn lanes, curbs

and gutters, traffic signals and sidewalks); (ii) the utilities necessary to provide potable water, sewer facilities, electric, gas, telephone and other private utility facilities and services to the Property; (iii) the streetscape improvements (including sidewalks, streetlights and street trees) depicted on the Conceptual Landscape/Streetscape Plan; and (iv) the Subarea III park area depicted on the Subarea Plan and Conceptual Landscape/ Streetscape Plans.

l. Schedule Of Public And Quasi-Public Improvements. The following specific improvements shall be completed within the time periods described below. A "Development Parcel" means that portion of the Property which is the subject of an application for Site Plan approval as described by Statement Number 11 of this Planned Development:

(1) The new construction of, or improvements to, South Wells Street, shall be completed no later than tenant or residential occupancy (i.e., opening of business as opposed to initial certificate of occupancy) of the first principal structure constructed upon any portion of Subareas I and II.

(2) The new construction of, or improvements to, West 9th Street and the forty (40) foot right-of-way between West Polk Street and West 9th Street, no later than tenant or residential occupancy of the first principal structure constructed upon any Subarea IV.

(3) The landscape and streetscape improvements shall, for and to the extent such improvements are contiguous to a Development Parcel, be completed no later than twelve (12) months following the later to occur: (a) tenant or residential occupancy of the last principal structure constructed upon said Development Parcel or (b) the City's substantial completion of the construction of South Wells Street, between West Polk Street and West 18th Street and West 9th Street, between South Wells Street and South Clark Street. Said improvements shall include both sides of any public roadway contiguous to said Development Parcel where both sides are located within the boundaries of this Planned Development.

(4) The landscaping improvements to the Subarea III park area shall be completed no later than twelve (12) months

following the latest to occur: (a) tenant or residential occupancy of the last principal structure constructed upon any portion of Subarea I or Subarea II, but no later than five (5) years after approval of this amended Planned Development; or (b) substantial completion of the construction of West 9th Street, between South Wells Street and the Metra railroad tracks; or (c) substantial completion of the construction and installation of the sewer line between South Polk Street and South Taylor Street. Upon completion of said landscaping improvements, the Subarea III park area shall remain open to the public during those hours that similar parks owned and operated by the Chicago Park District remain open.

Applicant, Department and Chicago Park District ("Park District") heretofore have entered into an understanding regarding the design, construction, maintenance and funding of the Subarea III park area, the provisions of which were included in a letter to the Commissioner from Drew Friestedt on behalf of Roosevelt Road, L.L.C., dated May 19, 2006 ("Park Letter") and were acknowledged and accepted by the Commissioner. The Park Letter is incorporated by reference into, and made part of this Planned Development.

Nothing in this Statement Number 10 shall, or may be construed to, waive or in any way modify the conditions on applicant's obligations under the Park Letter nor any other rights or privileges the applicant may have arising under the Park Letter. In the event of any conflict between the provisions of this Statement Number 10 and the Park Letter, the latter shall govern.

Applicant may voluntarily dedicate to the City, the Chicago Park District or to another qualifying entity, title or a conservation easement in and to the Subarea III park area and the City, the Chicago Park District or other qualifying entity must accept such dedication. The City expressly acknowledges and agrees that such dedication would be entirely at the election of the applicant, that the applicant has not been required by the City to make such dedication and that such dedication would not be made by the applicant in return for any benefit or consideration from the City whatsoever.

In the event that the City, the Chicago Park District or other qualifying entity accepts dedication of title or conservation easement in and to the Subarea III park area, then notwithstanding any other provision of this Planned Development, the Net Site Area of the Property, for purposes of calculating maximum Floor Area Ratio, Minimum Lot Area Per Dwelling Unit and Overall Percentage of Site Coverage, shall be deemed to continue to include the area of said park so dedicated.

(5) Notwithstanding the foregoing, if the City elects to perform the construction set forth in paragraph 1(1) and 1(2), then the schedule for completion of construction shall no longer be applicable.

11. Except with respect to Subareas I and II, for which site plan approval has been granted in connection with this amendment, prior to issuance by the Department of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II approval") for any development of the Property, a Site Plan for proposed development shall be submitted to the Department for approval by the Commissioner of the Department of a site plan for such development ("Site Plan approval"). Site Plan approval is intended to assure that specific development proposals conform with this Planned Development and to assist the City in monitoring ongoing development. A Site Plan may be submitted for all or any part of the Property. Such Site Plan need only include the area within the Development Parcel, and required improvements described in Statement Number 10 above, for which approval is being sought by the applicant. No Part II approval for development with a Development Parcel upon the Property shall be granted until an applicable Site Plan has been approved.

Following approval of a Site Plan by the Commissioner of the Department, the Site Plan shall be kept on permanent file with the Department and shall be deemed to be an integral part of this Planned Development.

After approval of a Site Plan by the Commissioner of the Department, the approved Site Plan may be changed or modified pursuant to the provisions of Statement Number 12 of this Planned Development.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements within the boundaries of a Development Parcel and including any improvements required by this Planned Development not located within the Development Parcel:

a. building elevations;

b. footprint of the improvements;

c. preliminary landscaping plan;

d. information as necessary to demonstrate compliance with applicable City stormwater management requirements;

e. pedestrian circulation;

f. preliminary cross-sections of the improvements;

g. statistical information applicable to the Development Parcel including floor area and floor area ratio, uses to be established, building heights and setbacks; and

h. traffic impact analysis, if required by C.D.O.T.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of the Planned Development.

12. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department upon the request of the Applicant and after a determination by the Commissioner of the Department that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Such modifications include, but are not limited to, those specifically authorized by the other provisions of this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

13. It is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. All applications for Site Plan approval shall conform to the requirements of the City's Building Green/Green Roof Policy Matrix as it exists at the time of application or any City ordinance that may supercede the Building Green/Green Roof Policy Matrix.

14. It is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People

with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance until the M.O.P.D. has approved detailed construction drawings for each building or improvement.

15. The Property is intended to be developed in phases extending over periods of time. This statement describes the schedule for commencement of development of those phases.

    a. Initial Period. Unless substantial construction has commenced upon a minimum of two hundred fifty thousand (250,000) square feet of floor area within six (6) years of the effective date of this amended Planned Development, this Planned Development shall expire upon the sixth (6th) anniversary of the effective date hereof. If this Planned Development expires pursuant to the foregoing provision, the zoning of the Property shall automatically be classified as that of the DX-5 Zoning District.

    b. Subsequent Periods. Unless substantial construction has commenced and been diligently pursued after the Initial Period on a minimum of five hundred thousand (500,000) square feet of floor area within ten (10) years of the effective date hereof, seven hundred fifty thousand (750,000) square feet of floor area within fifteen (15) years of the effective date hereof and one million (1,000,000) square feet of floor area within twenty (20) years of the effective date hereof (the "Subsequent Periods") the Department may decide to review and recommend modification of the provisions of this Planned Development in whole or in part. The Department's determination that the Planned Development ordinance must be reviewed and shall be reflected in an application filed by the City for a Planned Development amendment, with the City being deemed the applicant and providing such notice as may be required by law. Not less than thirty (30) days before filing any such application for amendment to the Planned Development, the Department shall provide the applicant with a copy of the draft application for amendment.

16. The applicant acknowledges that the operation of a children's day care facility may be a desirable component of a residential community. Accordingly, the developer of the first (1st) building to be built upon the Property, following construction of the five hundredth (500th) dwelling unit on the Property, which contains a minimum of two hundred fifty (250) dwelling units shall incorporate space suitable for day care purposes. Said

space shall be located on the ground floor, shall be proximate to an area of outdoor landscaped open space and shall otherwise be suitable for the establishment and operation of a day care facility. If the developer of the first (1st) building is the applicant, the applicant shall provide for space suitable for day care purposes within the Project and not specifically in the first (1st) building built following the five hundredth (500th) dwelling. The applicant shall make good faith efforts to market said space for rental or sale, as the case may be, to operators of day care facilities. If, after having marketed the day care space for at least thirty-six (36) months (including marketing prior to, during and after construction of the project), the space has not been rented or sold for the purpose of operation of a day care facility, the applicant may apply for a permanent waiver of this requirement under the minor change provisions of Statement Number 12 hereof. Said application shall include written documentation of the aforesaid marketing efforts. If the Commissioner determines that the marketing efforts have been undertaken in good faith, the Commissioner shall grant the permanent waiver.

17. The provisions of that certain Site Plan Approval letter from the Department Commissioner to Mr. David Riefman dated May 23, 2003 and consisting of one page is hereby incorporated by reference and made part of this Planned Development. The provisions of that certain Minor Change and Zoning Clarification letter from the Department Commissioner to Mr. David Riefman, dated May 22, 2003 and consisting of three pages is hereby incorporated by reference and made part of this Planned Development.

18. Notwithstanding any other provision of this Pla+nned Development, applications for administrative modifications and/or amendments to this Planned Development (including without limitation minor changes and administrative adjustments) relating to any subareas (or any combination of them) shall not require the consent of any owners of the Property other than the owner or owner(s) of the subarea or subareas subject to such application.

19. The applicant will participate in City sponsored discussions, held from time to time, regarding the feasibility of properties that are located in the vicinity of the intersection of South Clark Street and West Roosevelt Road sharing parking areas with customers of retail businesses located proximate to said intersection.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Public Right-of-Way Adjustment Map; and Subarea Map referred to in these Plan of Development Statements printed on pages 95394 through 95398 of this *Journal*.]

Bulk Regulations and Data Table; Park Letter; Site Plan Approval Letter; and Minor Change and Zoning Clarification Letter referred to in these Plan of Development Statements read as follows:

Bulk Regulations And Data Table.

Approximate Gross Site Area:	1,159,737 square feet (26.62 acres)
Approximate Area To Remain in Public Right-of-Way:	191,141 square feet (4.39 acres)
Net Site Area:	968,596 square feet (22.24 acres)
Overall Property:	
Maximum Overall Floor Area Ratio:	5.5
Maximum Overall Percentage of Site Coverage:	73.02%*
Maximum Building Height:	380 feet, except as follows: (i) in that Low Height Zone depicted on subarea exhibit, the maximum height shall be as follows: adjacent to Clark Street: 15 feet or closer to Clark Street right-of-way: 55 feet more than 15 feet from Clark Street right-of-way: 120 feet (ii) with respect to the residential tower shown on the Site Plan on Subarea II, the maximum height shall be 500 feet

* Site coverage may be exceeded if the criteria for minor changes in Statement 12 are satisfied.

Maximum Overall Number of Dwelling Units:	3.614
Minimum Overall Lot Area per Dwelling Unit:	200 square feet
Minimum Width of Building Separation Zone (depicted on Subarea Exhibit):	
South Zone:	66 feet
Middle Zone:	40 feet
Minimum Distance between Front or Rear Walls of Townhouses:	In accord with DX-5 requirements
Minimum Streetscape Dimensions:	
Between Face of Building and the Curb of the Adjacent Public Street or Private Drive:	16 feet (except along Roosevelt Road where buildings may abut the property line; along private and interior drives, which shall be six feet; and along Clark Street which shall be 20 feet)**
Sidewalks Along Public Street or Private Drive:	6 feet (but not required along the Metra tracks)
Parkway Planting Strip Adjacent to Sidewalk:	5 feet except as depicted on an approved Site Plan (but not required along the Metra tracks)

** Balconies, terraces, stairs, window bays and other such appurtenances may extend into this setback area, but not over sidewalk or planting strip areas.

Carriage Walk Adjacent to Curb:	1.5 feet (but not required along the Metra tracks)
Minimum Number of Parking Spaces for Residential, Office and Retail Uses:	
Residential Uses:	1 per dwelling unit for first 50 dwelling units per subarea; 0.55 per dwelling unit for each additional dwelling unit per subarea
Office Uses:	1.8 per 1,000 square feet
Retail Uses:	0.4 per 1,000 square feet for 25,000 square feet and under per subarea; 2.5 per 1,000 square feet over 25,000 square feet per subarea
Minimum Number of Parking Spaces for Other Permitted Uses:	As required in DX-5 zoning district
Minimum Number of Loading Berths:	As required in DX-5 zoning district
Maximum Office Floor Area:	
Subareas I, II and IV:	2,500,000 square feet aggregate
Subareas V, VI and VII:	350,000 square feet aggregate***

*** Shall be increased to one million seven hundred fifty thousand (1,750,000) square feet if Clark Street is widened to six lanes between Polk Street and Roosevelt Road; shall be increased to two million (2,000,000) square feet if Clark Street is widened to six lanes between Polk Street and Roosevelt Road and either a Roosevelt Road/Wells Street ramp connection or a Wells Street/ Wentworth connector is built.

Subareas.

Subarea	Net Site Area	Coverage	Maximum Number Of Dwelling Units	Maximum Floor Area Ratio
Subarea I	228,036	100%	1,000 (aggregate of Subareas I and II)	6.39
Subarea II	129,082	100%		6.39
Subarea III	97,177	0%**	0	0.00**
Subarea IV	79,971	100%	500	9.50
Subarea V	164,922	73%	824	6.39
Subarea VI	109,422	66%	600	6.39
Subarea VII	114,099	68%	690	6.39
Subarea VIII	45,867	0%	0	0.00*
Totals	968,596	73.02%	3,614	5.5

* Except for railroad and railroad right-of-way uses.

** As determined in Site Plan review.

Park Letter.

This Document Is Incorporated In Residential Business Planned Development Number 523, As Amended, By Reference In Statement Number 10.

May 19, 2006

Lori Healey
Commissioner
Department of Planning and Development
121 North LaSalle Street
Chicago, Illinois 60602

Re: Amendment to Residential-Business Planned Development Number 523 ("P.D."); Park Requirements.

Dear Commissioner Healey:

This letter summarizes the agreement between Roosevelt Collection, L.L.C. ("Developer") and the City regarding the park to be constructed in Subarea III pursuant to the P.D.. The following are the agreed upon requirements:

I. If warranted by the results of the Developer's Phase I and Phase II assessments, the park parcel will be remediated to the Illinois Environmental Protection Agency ("I.E.P.A.") TACO Tier I Residential standards through the I.E.P.A.'s voluntary remediation program. It is acknowledged that such remediation may be accomplished through use of an engineered barrier. If the level or type of remediation requires the Developer to obtain a N.F.R. letter, the Developer shall obtain and record such N.F.R. letter at the City's request. If the City desires to remediate to a higher standard than required by the I.E.P.A.. as a result of the final park design or otherwise, the City shall pay all additional costs of such remediation.

II. The park parcel will be a separate ownership parcel. At its election, the Developer may voluntarily dedicate the park to the City, the Chicago Park District or to another qualifying entity, or to establish a conservation easement over the park.

III. The park parcel shall be utilized as open space for use by the public for and on behalf of the City. Developer shall not restrict access to the park parcel by the public during the hours of operation of the park parcel (6:00 A.M. -- 11:00 P.M.) and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the use of the park parcel by the public. The City and the Developer shall cooperate with respect to any special event planning for the park.

IV. In the condominium and retail documents, the Developer will require the retail owners and/or tenants, and may elect to require the residential owners to pay for maintenance, repair and on-going capital improvements to the Grand Staircase. If the park parcel is transferred to the City or the Chicago Park District, that government agency shall be responsible for all other maintenance and capital improvements, including, without limitation, landscaping, hardscape surfaces (except the Grand Staircase) park fixtures, and removal of snow, leaves, litter, trash, debris and other waste materials. In the event the park parcel is not dedicated to the City or the Chicago Park District, then the Developer will be responsible for all of the aforementioned maintenance and capital improvements.

V. The Developer shall pay up to Two Million and no/100 Dollars ($2,000,000.00) in hard and soft costs incurred to develop the park (excluding the cost of the Grand Staircase) and will pay for remediation to I.E.P.A. TACO Tier I Residential standards. If the remediation and design process yields a development and remediation cost in excess of Two Million Two Hundred Fifty Thousand and no/100 Dollars ($2,250,000.00), the Developer and the City will work together to reduce the scope of the park design. Development of the park will occur within one (1) year after the later to occur: (a) tenant or residential occupancy of the last principal structures constructed upon any portion of Subarea I or Subarea II, but no later than five (5) years after approval of amended P.D.; or (b) substantial completion of the construction of 9th Street, between Wells Street and the Metra railroad tracks; or (c) substantial completion of the construction and installation of the sewer line between Polk Street and Taylor Street.

VI. The Developer will be responsible for paying impact fees as outlined by the Open Space Impact Fee administrative regulations and procedures.

VII. The park development costs do not include curbs, gutters, parkway sidewalk and parkway and street lighting in the 9th Street and Wells Street public rights-of-way adjoining the park parcel. These improvements shall be installed and paid for by the City when the respective street improvements are installed.

VIII. The park design process will be lead jointly by the Chicago Park District and the Developer, using the Developer's proposed design as the starting basis. The Chicago Park District will provide specifications for all capital improvements, except the Grand Staircase. Maintenance and capital improvement standards shall be consistent with Park District standards in other public parks. Responsibilities for maintenance and capital improvements shall be as set forth in Section IV above.

IX. The developer will build out the park per a design approved by the Chicago Park District (subject to Sections V, VII and VIII above).

X. The Grand Staircase as designed will encroach upon the park parcel. Therefore, the Park District shall enter into a long term use agreement with the owners of the Grand Staircase, similar to use agreements utilized by the Park District for other substantial improvements constructed on Park District land. Such agreement shall not require any compensation to be paid to the Park District for use of the land.

XI. The Grand Staircase shall be utilized as open space for use by the public for and on behalf of the City. Developer shall not restrict access to the Grand Staircase by the public during the hours of operation of the Grand Staircase (6:00 A.M. -- 11:00 P.M.) and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the use of the Grand Staircase by the public.

Sincerely,

Roosevelt Collection, L.L.C.

By: (Signed) Drew Friestedt

Name: Drew Friestedt

Its: Vice President of Development

Please indicate the City's agreement to this letter by executing below and returning the original executed copy to me.

Agreed to and Accepted as of the date
first written above.

By: (Signed) Lori T. Healey

Name: Lori T. Healey

Its: Commissioner of Planning and Development

Site Plan Approval Letter.

This Document Is Incorporated In Residential Business Planned Development Number 523, As Amended By Reference In Statement Number 17.

May 23, 2003

Mr. David Reifman
Piper Rudnick
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293

Re: Site Plan Approval for Residential-Business Planned Development Number 523, As Amended (LaSalle Park), Subarea 5.

Proposal: The construction of a two (2) story, one-hundred seventy-nine thousand, eight-hundred eleven (179,811) square foot commercial building and a three (3) story parking facility which contains four hundred ten (410) parking spaces.

Location: The property located at the northwest corner of Roosevelt Road and Clark Street.

Dear David:

We have reviewed the Site Plan Landscape Plan and Building Elevation Plans submitted by you for the construction of a two (2) story, one-hundred seventy-nine thousand, eight-hundred eleven (179,811) square foot commercial building and a three (3) story parking facility which contains four-hundred ten (410) parking spaces within Subarea 5 of the Planned Development area. These plans prepared by RSP Architects dated April 18, 2003, are submitted in accordance with

Statement Number 12 of Residential-Business Planned Development Number 523, as amended, and the Administrative Relief granted May 22, 2003.

Upon review of the material submitted, the Department of Planning and Development has determined that these plans are consistent with and satisfy the requirements of the Plan of Development. Accordingly, this Site Plan submittal for Residential-Business Planned Development Number 523, Subarea 5, for the construction of a two (2) story, one-hundred seventy-nine thousand, eight-hundred eleven (179,811) square foot commercial building and a three (3) story parking facility which contains four hundred ten (410) parking spaces and five (5) loading berths, is hereby approved as conforming to the Plan of Development as amended and passed by the Chicago City Council on January 20, 1999.

Very truly yours,

_____

Alicia Mazur Berg,
Commissioner

c.c. Jack Swenson, Ed Kus, Philip Levin, Tim Bleuher, Michael Marmo, Terri Texley

Minor Change And Zoning Clarification Letter.

This Document Is Incorporated In Residential Business Planned Development Number 523, As Amended By Reference In Statement Number 17.

Target Corporation
In care of David L. Reifman, Esq.
Piper Rudnick
203 North LaSalle Street
Chicago, Illinois 60601

Re: Request for Zoning Clarification and Minor Change to Residential-Business Planned Development Number 523 (LaSalle Park) regarding Subarea V, as adjusted.

Dear Mr. Reifman:

Please be advised that the Department of Planning and Development has

considered your requests for: (A) clarification and confirmation of development rights and obligations under Residential-Business Planned Development Number 523, as amended ("R.B.P.D. Number 523"); and (B) certain minor changes pursuant to Statement Number 13 of R.B.P.D. Number 523 and Section 11.11-3(c) of the Chicago Zoning Ordinance with respect to R.B.P.D. 523.

Specifically, you have indicated that Target Corporation, a Minnesota corporation or its successors and/or assigns ("Target") proposes to acquire and develop Subarea V of R.B.P.D. Number 523 (as further defined below, "Subarea V") in conformity with the Site Plan Landscape Plan and Building Elevation Plans submitted by RSP Architects, dated April 18, 2003 (collectively, the "Target Store Plans").

As used herein, the term "Subarea V" shall mean Subarea V of R.B.P.D. Number 523 with the adjusted northerly boundary depicted on the Site Plan submitted by RSP Architects, dated April 18, 2003. "Property" shall refer to the overall Property within the boundaries of R.B.P.D. Number 523. The term "Balance Property" shall refer to all portions of the Property other than Subarea V. The term "Southerly Business Separation Zone" shall refer to the most southerly of the three (3) business separation zones referenced in R.B.P.D. Number 523 within the Property (as adjusted to conform to the expanded boundaries of Subarea V), the south half of such Southerly Business Separation Zone being the most northerly thirty-three (33) feet of (expanded) Subarea V.

A. Zoning Clarifications.

Development Rights For Subarea V. You have requested certain clarifications and confirmations regarding an allocation of development rights for Subarea V. In accordance with the applicable provisions of R.B.P.D. Number 523, the following development rights shall be permitted in and allocated to Subarea V, provided that Target shall not be obligated to use all or any portion of the described rights:

i. maximum floor area ratio of 6.39; and

ii. one (1) curb cut along Clark Street of the three (3) curb cuts contemplated by Statement Number 10(c) of R.B.P.D. Number 523.

Development Conditions For Subarea V. Statement Number 11 of R.B.P.D. Number 523 provides that prior to occupancy of any building or use of the property within R.B.P.D. Number 523, improvements "necessary to serve or accommodate said building or use shall be in place and available for use". Subsections (a) and (b) of Statement Number 11 describe certain specific

improvements within R.B.P.D. Number 523 and the phasing for such improvements. We acknowledge and confirm that Statement Number 11 shall only require Target to: (i) install those public improvements, if any, required pursuant thereto within the boundaries of Subarea V (including, as applicable, the roadway improvements in the southerly half of the Southerly Business Separation Zone located within Subarea V); and (ii) install the roadway improvements on the northerly half of the Southerly Business Separation Zone. (In addition, although not set forth in Statement Number 11, by separate correspondence, Target has agreed to reimburse the City for the costs of the three way traffic signal to be located on Clark Street at Station 206+25 approximately 625 feet north of Roosevelt Road at the entrance to the Southerly Business Separation Zone). We further acknowledge and confirm that Target shall have no obligation to contribute to the payment of or to undertake the construction of any of the other public or private improvements to be constructed on the Property or within adjacent rights-of-way, including but not limited to the Property's other two (2) business separation zones, the City's Open Space Impact Fee or the Subarea II park area, the Tunnel, Clark Street or Roosevelt Road improvements.

In addition, we acknowledge and confirm that any violations of the provisions of R.B.P.D. Number 523 relating to the Property or the Balance Property shall not be deemed to be violations by Subarea V or by Target and shall not trigger a revocation of R.B.P.D. Number 523 or other penalty with respect to Subarea V. The foregoing shall apply to all of the Statements of R.B.P.D. 523, including but not limited to Statement Number 6 (signage), 7 (roadways), 8 (building heights), 9 (floor area ratio), 10 (site design), 11 (site improvements), 16 (phasing), 17 (residential dwelling unit types), and 18 (children's day care facility).

Zoning Control Party. Upon its acquisition thereof, Target shall be the "zoning control party" for Subarea V.

B. Minor Changes.

With regard to Target's request for Minor Changes, the Department of Planning and Development has determined that the following two (2) modifications each constitute a minor change pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance. Accordingly, pursuant to the authority granted by the Chicago Zoning Ordinance, I hereby approve the following two (2) minor changes, but no other changes to R.B.P.D. 523.

Maximum Percentage Of Site Coverage. Notwithstanding the terms and provisions of the Bulk Regulations and Data Table, the Maximum Percentage of Site Coverage Ratio for Subarea V shall be seventy-three

percent (73%). In furtherance of the foregoing, and notwithstanding the terms of Statement Number 2 which may be to the contrary, the Net Site Area of Subarea V shall be deemed to be one hundred sixty-four thousand nine hundred fifteen (164,915) square feet for the purpose of calculating Percentage of Site Coverage (i.e., the Net Site Area of Subarea V shall not be deemed to be reduced by the area along its easterly side, if any, that may be dedicated as public right-of-way to expand Clark Street, currently anticipated to be approximately two thousand seven hundred ninety-five (2,795) square feet).

Minimum Streetscape Dimensions. Notwithstanding the terms and provisions of the Bulk Regulations and Data Table, the Minimum Streetscape Dimensions for Subarea V (including but not limited to those Minimum Streetscape Dimensions relating to Private Drives, Roosevelt Road and Clark Street) shall be as depicted in the Target Store Plans.

The matters contained in this letter shall inure to the benefit of Target from and after its acquisition of Subarea V.. Except as set forth in the foregoing provisions of this letter, Target has indicated that its proposal for Subarea V will conform with the requirements of R.B.P.D. 523 in all other respects.

Please note that Part II approval by the Department of Planning and Development is still required for Subarea V. Subject to Department confirmation that submitted plans conform to R.B.P.D. 523, the provisions of this letter and any other approved administrative changes, the Department would grant interim approvals prior to Part II approval, including foundation, caisson, and superstructure with subsequent construction occurring at Target's own risk.

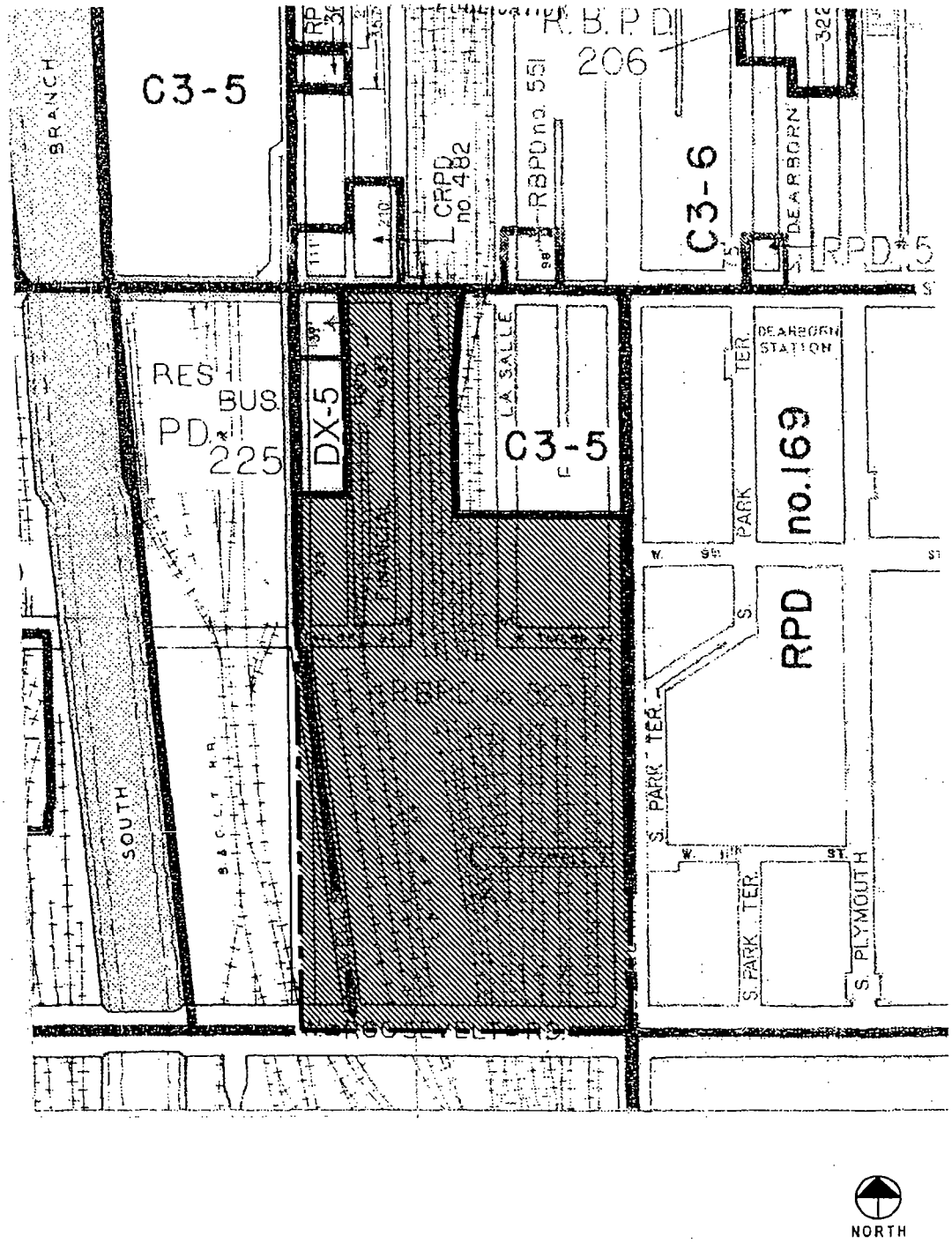
Very truly yours,

_____

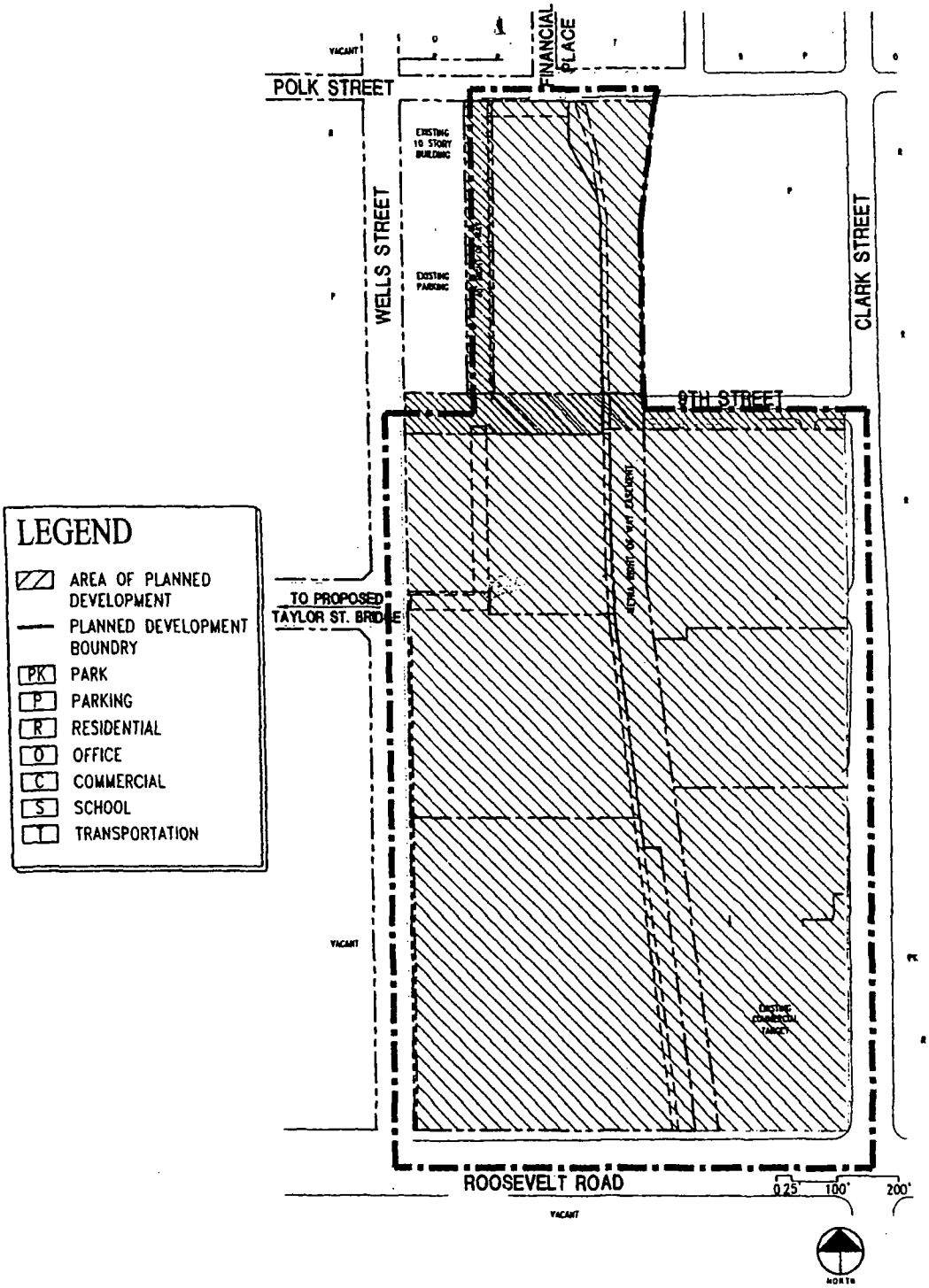
Alicia Mazur Berg,
Commissioner

c.c: Jack Swenson, Philip Levin, Miguel D'Escoto, Edward Kus

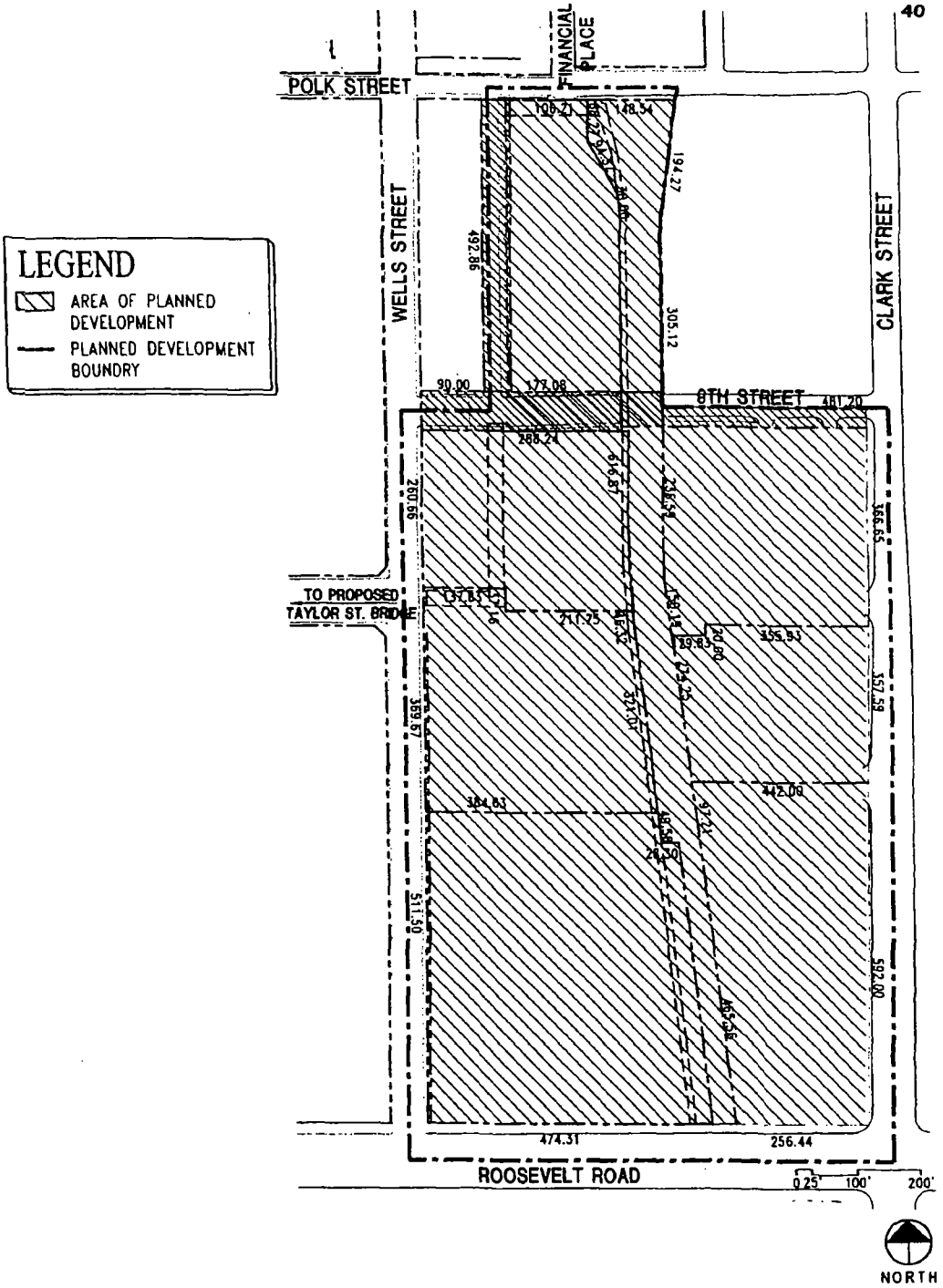
Existing Zone Map.



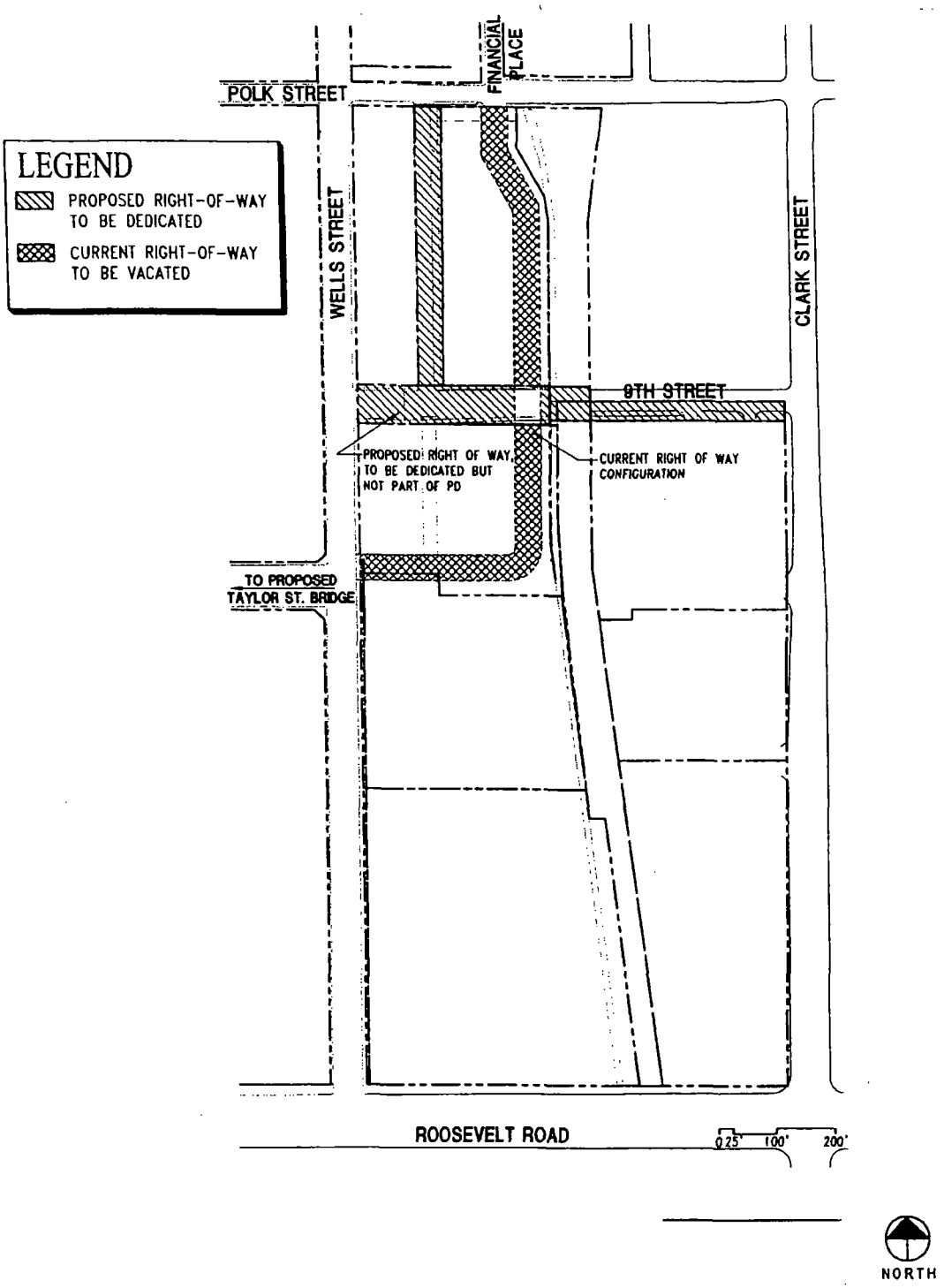
Existing Land-Use Map.



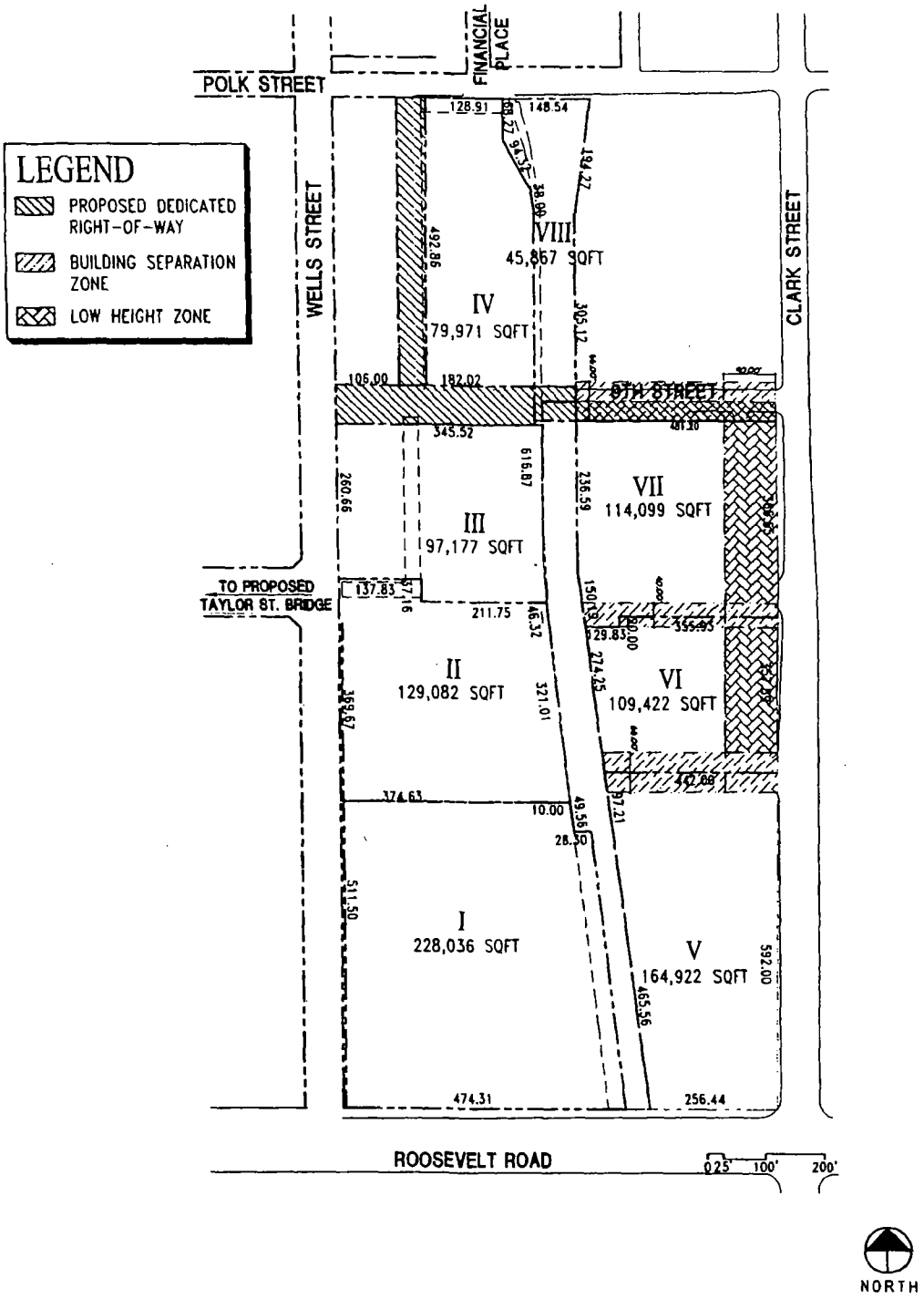
Planned Development Boundary
And Property Line Map.



Public Right-Of-Way
Adjustment Map.



Subarea Map.


LEGEND
PROPOSED DEDICATED RIGHT-OF-WAY
BUILDING SEPARATION ZONE
LOW HEIGHT ZONE
POLK STREET
FINANCIAL PLACE
WELLS STREET
CLARK STREET
9TH STREET
TO PROPOSED TAYLOR ST. BRIDGE
ROOSEVELT ROAD
I
228,036 SQFT
II
129,082 SQFT
III
97,177 SQFT
IV
179,971 SQFT
V
164,922 SQFT
VI
109,422 SQFT
VII
114,099 SQFT
VIII
45,867 SQFT
0 25' 100' 200'
NORTH

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF AREAS SHOWN ON MAP NUMBERS 1-I, 3-G, 9-H, 9-I AND 13-I.

(Committee Meeting Held November 16, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 16, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of sixteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15876, 15867, 15402, 15546, A-5570, A-5576, A-5577, A-5578, A-5580, A-5581, A-5582, A-5583, A-5584, A-5585, A-5586 and A-5587.

Please let the record reflect that Application Number 15872 failed to meet the Committee's approval and was voted upon as "Do Not Pass".

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-I.
(As Amended)
(Application Number 15402)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 1-I in the area bounded by:

West Maypole Avenue; a line 100 feet east of and parallel to North Talman Avenue; West Washington Boulevard; and North Talman Avenue,

to those of an RM6.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the RM6.5 Residential Multi-Unit District symbols and indications within the area hereinabove described to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development Number _____ consists of a total of approximately nineteen thousand three hundred eighty (19,380) square feet or forty-four hundredths (0.44) of an acre of property and is owned or controlled by Mansion View Development Corporation (the "Applicant").

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of street or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the Chicago City Council.

3. The requirements, obligations and conditions applicable within this planned development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns, and if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns, and if different than the Applicant, the legal titleholder and any ground lessees and their respective successors and assigns.

   Further, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time application for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under designated control. The term "single designated control" for the purpose of this paragraph shall mean that any application to the City for any modification to this planned development or any other modification or changes thereto (administrative, legislative or otherwise) is made or authorized by the Applicant, the owners of all the property

within the planned development or any homeowners association(s) formed to succeed the Applicant for purpose of control and management of any portion of the planned development. No amendment may be sought without written approval by any homeowners association unless the right to do so has been retained by Applicant in a private agreement or agreements record against the property in title documents. Notwithstanding the foregoing, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the property or any rights, interests or obligations therein.

4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; a Site Plan; a Landscape Plan; Elevations; Building Floor Plans dated October 19, 2006 prepared by Fajardo & Fajardo Ltd. Architects. Full size sets of the Site/Landscape Plan and Building Elevations, and Roof Plan are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply. In any instance where a provision of this planned development conflicts with the Chicago Building Code, the Building Code shall apply.

5. The following uses shall be permitted within the areas delineated herein:

   residential units totaling eighty-three (83) both dwelling and efficiency to be located within a ten (10) story building, with residential support services uses on the first floor to be those allowed as permitted and special were identified in Section 17-9-0114 and Section 17-17-0104-X of the Chicago Zoning Ordinance and including accessory uses, accessory parking and loading.

6. On-premise signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs and banners, such as construction and marketing signs, shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development.

7. Any service drive or other ingress or egress including emergency vehicles access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking or storage of garbage receptacles within such paved areas, except

as noted on the site plan, or within fire lanes. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Off-street loading facilities shall be provided in compliance with this plan of development subject to the review of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public street or alley during demolition or construction shall be subject to the review of the Chicago Department of Transportation. All work proposed in the public ways must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Ways and in compliance with the Municipal Code of the City of Chicago.

8. The height of any building and any appurtenance attached thereto prescribed in this planned development shall not exceed the heights established in the Bulk Regulations and Table and Building Elevations and shall also be subject to height limitation established by the Federal Aviation Administration.

9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For the purposes of floor area ratio calculations and floor area measurements, the terminology as defined in Chapter 17-17-0300 of the Chicago Zoning Ordinance shall apply.

10. The improvements to the property shall be designed, install and maintained in substantial conformance with Site/Landscape Plan; Building Elevations and the Roof Plan and in accordance with parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Specifically, the Applicant will provide a minimum of five thousand (5,000) square feet of residential support services uses (as defined in Section 17-17-0104-X of the Chicago Ordinance) of floor area on the ground floor as indicated on the site plan.

11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively, by the Commissioner of the Department of Planning and Development upon written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modifications of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611-A of the Chicago Zoning Ordinance. Such minor changes may include; a reallocation of dwelling units and/or floor area devoted to Residential Support Services. Finally it is acknowledged that the demising walls for

interior spaces are illustrative only and that the location and/or relocation of demising walls or division of interior spaces shall be deemed to require any further approvals pursuant hereto.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility at the time of application for a building permit.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of nature resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. The Applicant shall provide vegetative ("green") roofs totaling twenty-five percent (25%) of the net roof area of the buildings. ("Net roof area" shall be defined as the total area of the roof minus any required perimeter setbacks, rooftop structures and roof-mounted equipment)

14. Unless substantial construction of the improvements contemplated in this planned development has commenced within six (6) years following adoption of this planned development and unless completion thereof is diligently pursued, then this planned development shall expire and the property shall automatically revert to that of an M1-2 Limited Manufacturing/Business Park District. This six (6) year period may be extended for up to one (1) additional year if, before expiration of the six (6) year period, the Commissioner of Planning and Development determines that good cause for an extension is shown.

[Existing Zoning and Land-Use Map; Zoning Map; Planned Development Property Line, Boundary and Right-Of-Way Adjustment Map; Site Plan; Landscape Plan; Building Elevation Drawings; Floor and Parking Plans; and Building View Drawings referred to in these Plan of Development Statements printed on pages 95406 through 95418 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

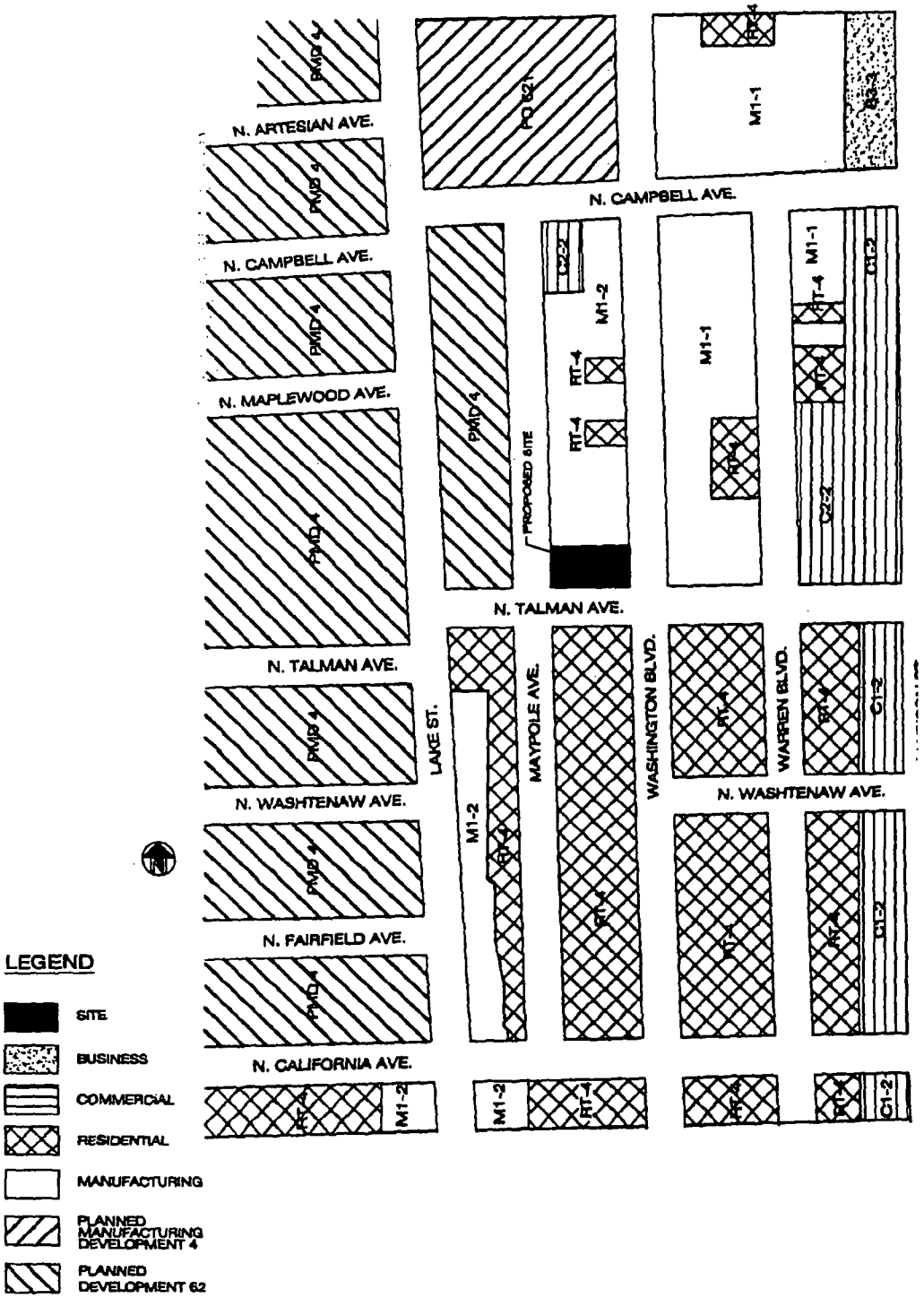
Residential-Business Planned Development Number _____.

Plan Of Development

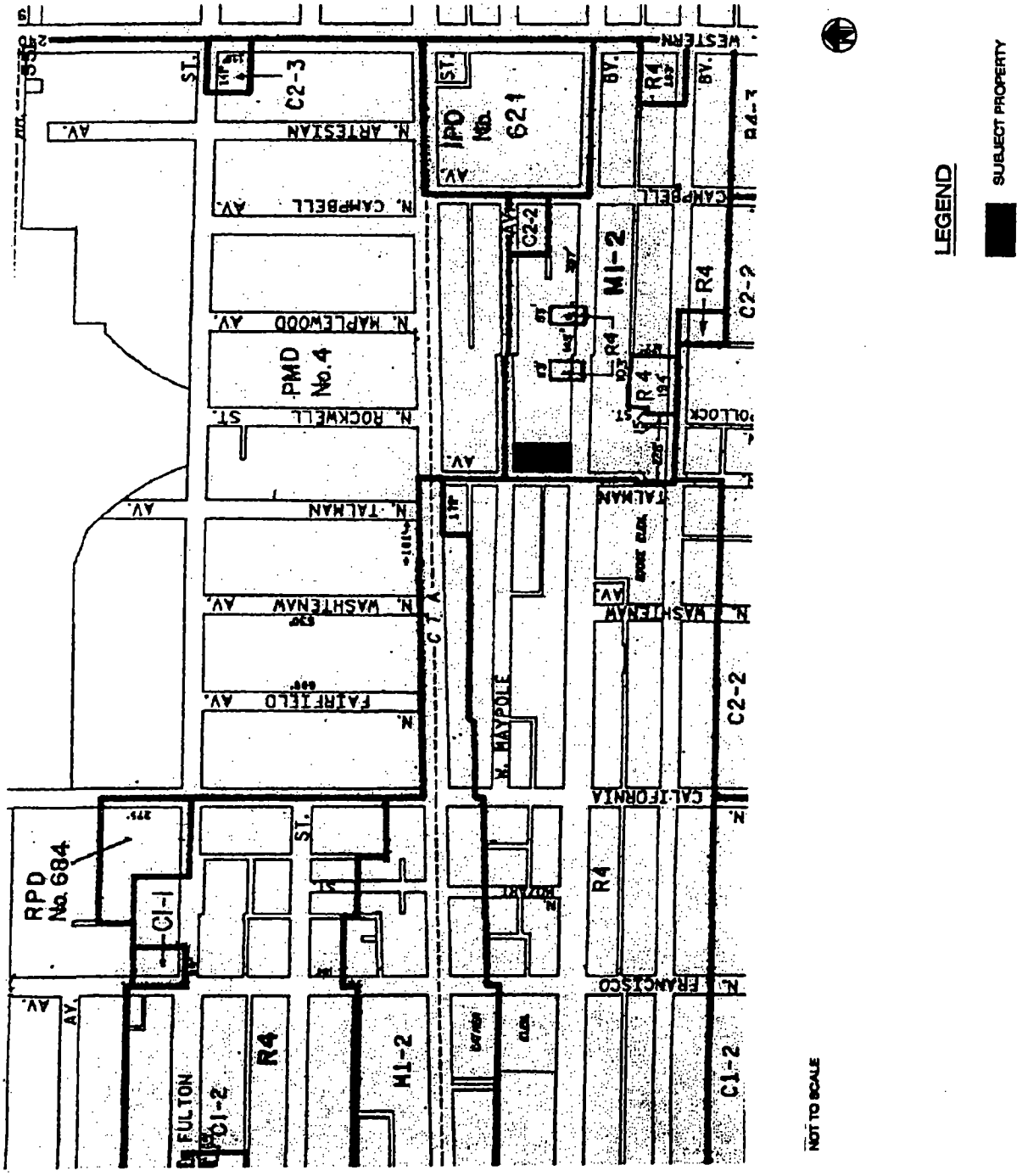
Bulk Regulations And Data Table.

Gross Site Area:	34,221 square feet (0.78 of an acre)
Area of Public Right-of-Way:	14,841 square feet (0.34 of an acre)
Net Site Area:	19,380 square feet (0.44 of an acre)
Maximum Floor Area Ratio:	6.0
Permitted Uses:	Residential Uses, residential support services and related use listed in statement Number 5
Maximum Number of Units:	83 residential units of which there may be 50 dwelling units and 33 efficiency units
Minimum Number of Off-Street Parking Spaces to be provided:	83 spaces for residential uses, 11 spaces for residential support services 94 total spaces
Area of Residential Support Services to be provided:	5,000 square feet
Minimum Number of Off-Street Loading Spaces:	Total: 2 berths at 10 feet by 25 feet
Minimum Setbacks:	0 feet at the north, east and west property lines Existing (No change to set-backs)
Maximum Percentage of Site Coverage:	100%
Maximum Building Height:	116 feet as measured by the CZO

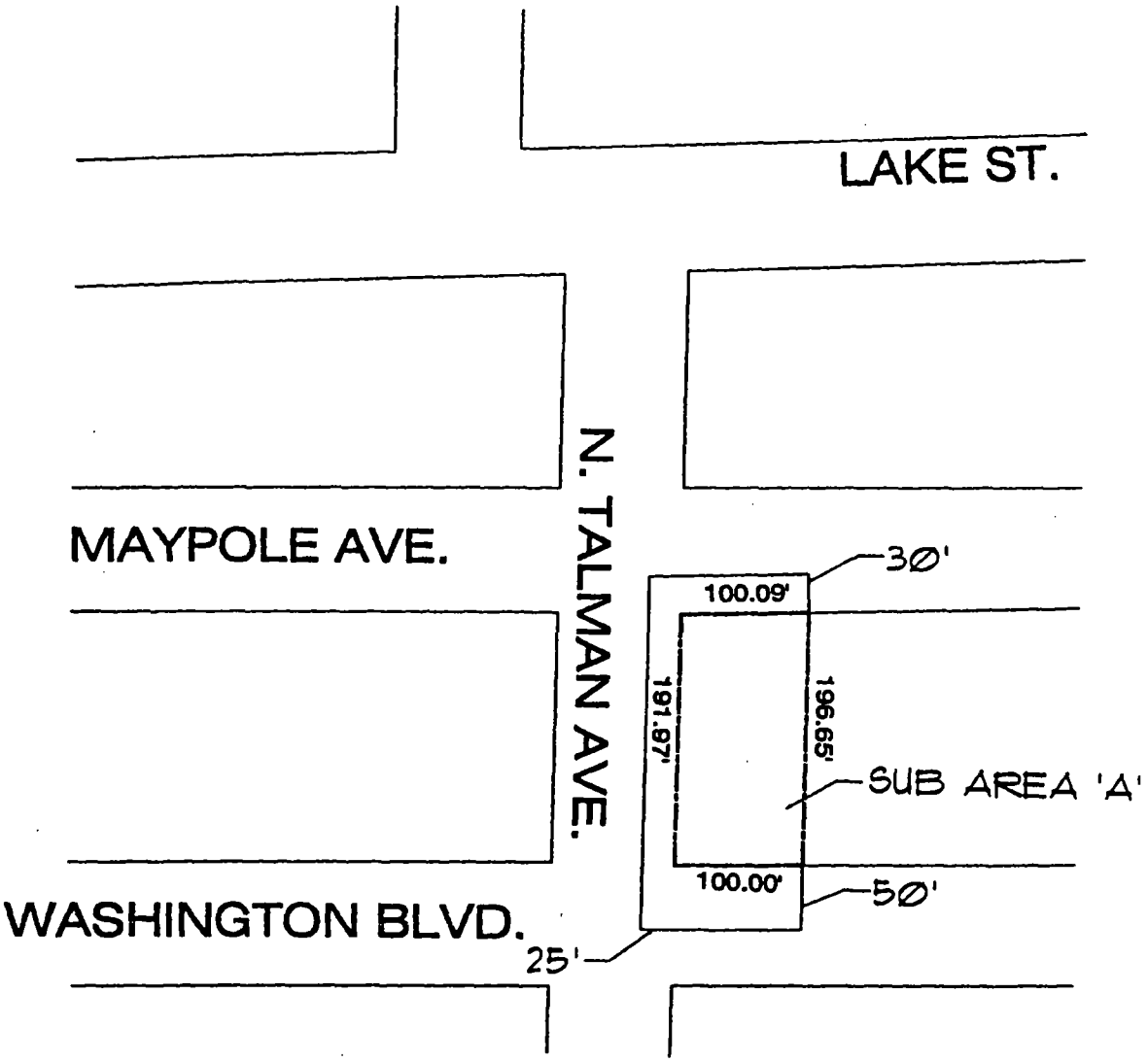
Existing Zoning And Land-Use Map.



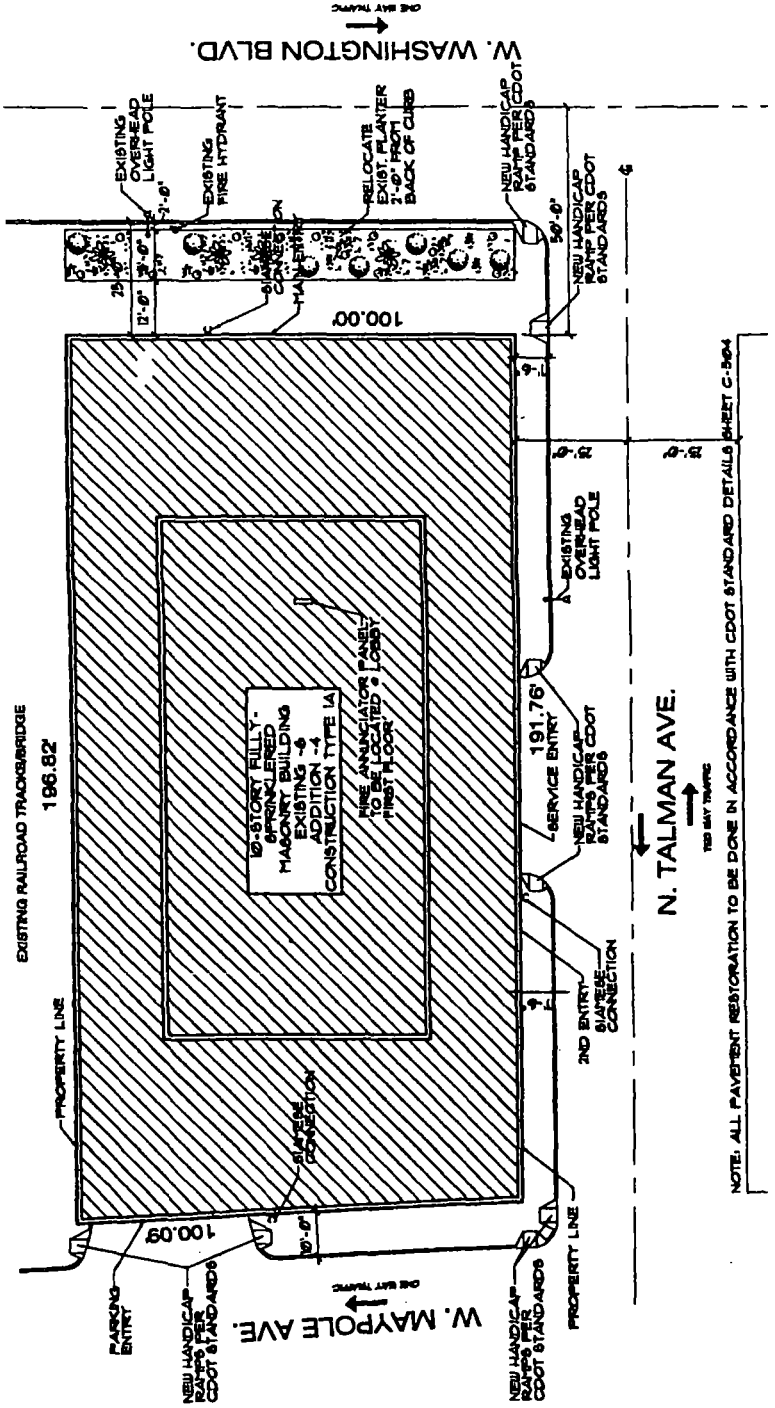
Zoning Map.


WESTERN
C2-3
N. ARTESIAN
N. CAMPBELL
N. MAPLEWOOD
PMD No. 4
N. ROCKWELL
N. TALMAN
N. WASHTENAW
N. FAIRFIELD
PD No. 621
C2-2
M1-2
R4
N. MAYPOLE
CALIFORNIA
RPD No. 684
C1-1
N. FRANCISCO
FULTON
C1-2
LEGEND
SUBJECT PROPERTY
NOT TO SCALE

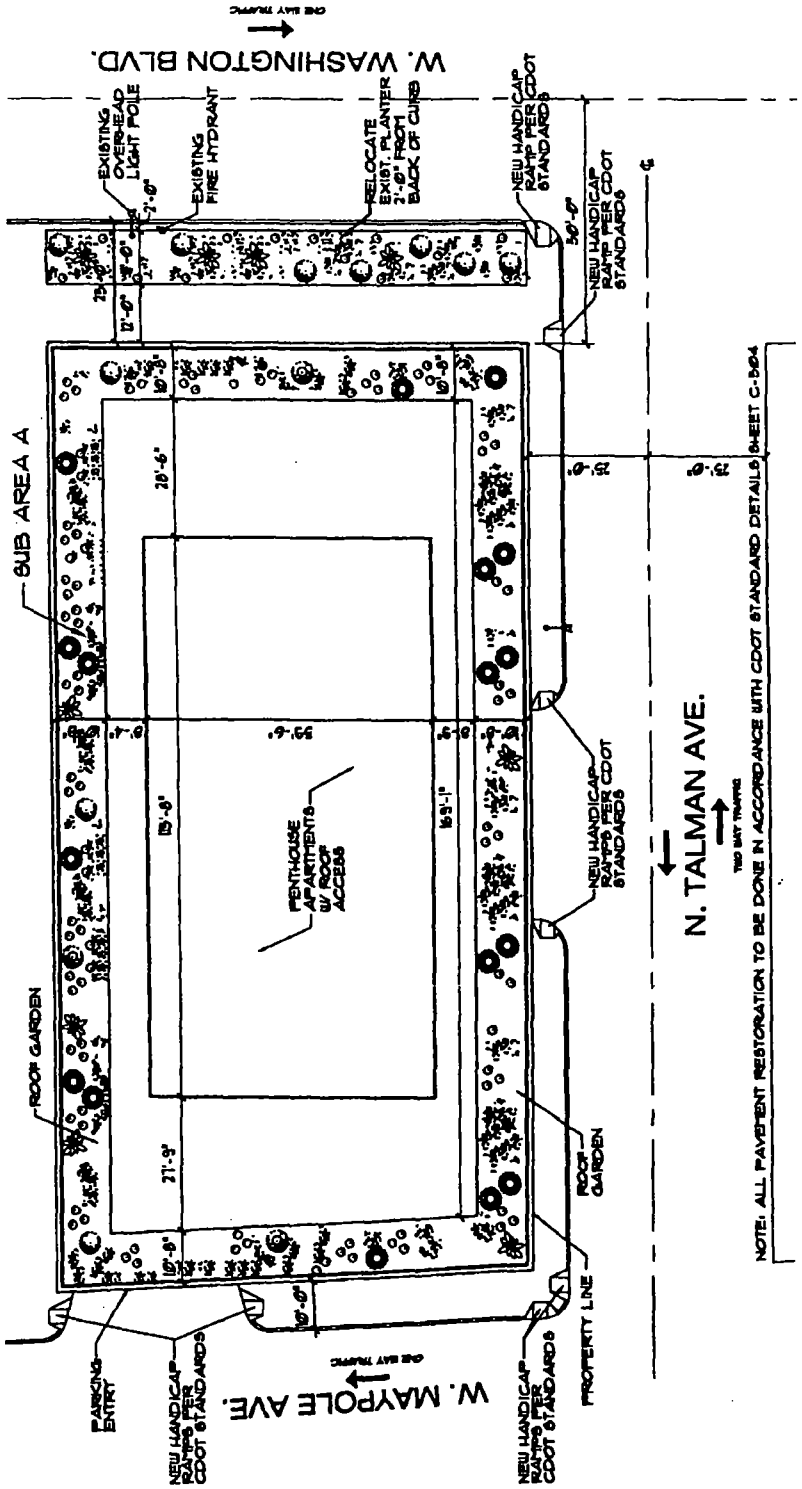
Planned Development, Property Line, Boundary
And Right-Of-Way Adjustment Map.



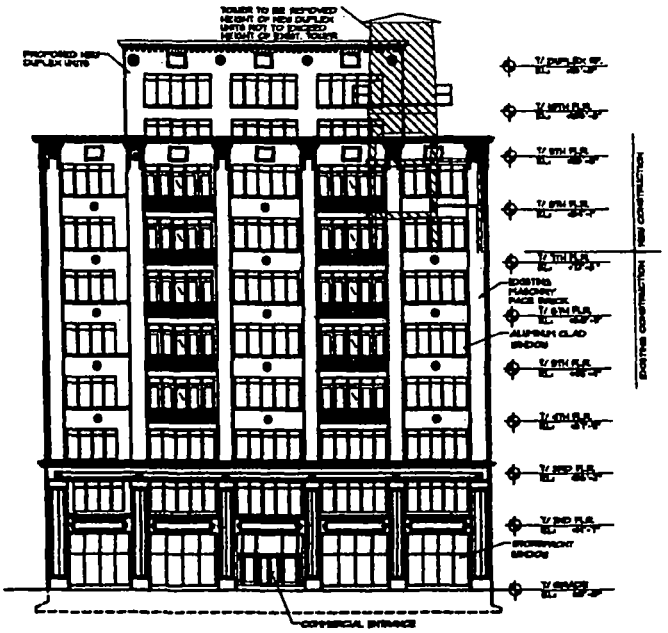
Site Plan.


W. WASHINGTON BLVD.
ONE WAY TRAFFIC
EXISTING OVERHEAD LIGHT POLE
EXISTING FIRE HYDRANT
RELOCATE EXIST. PLANTER 2'-0" FROM BACK OF CURB
NEW HANDICAP RAMPS PER CDOT STANDARDS
100.00'
EXISTING RAILROAD TRACKS/BRIDGE
186.82'
PROPERTY LINE
10-STORY FULLY-SPRINKLERED MASONRY BUILDING EXISTING -6 ADDITION -4 CONSTRUCTION TYPE 1A
FIRE ANNUNCIATOR PANEL TO BE LOCATED FIRST FLOOR LOBBY
191.76'
SERVICE ENTRY
2ND ENTRY
SIAMESE CONNECTION
N. TALMAN AVE.
TWO WAY TRAFFIC
NOTE: ALL PAVEMENT RESTORATION TO BE DONE IN ACCORDANCE WITH CDOT STANDARD DETAILS SHEET C-1604
100.09'
PARKING ENTRY
W. MAYPOLE AVE.

Landscape Plan.

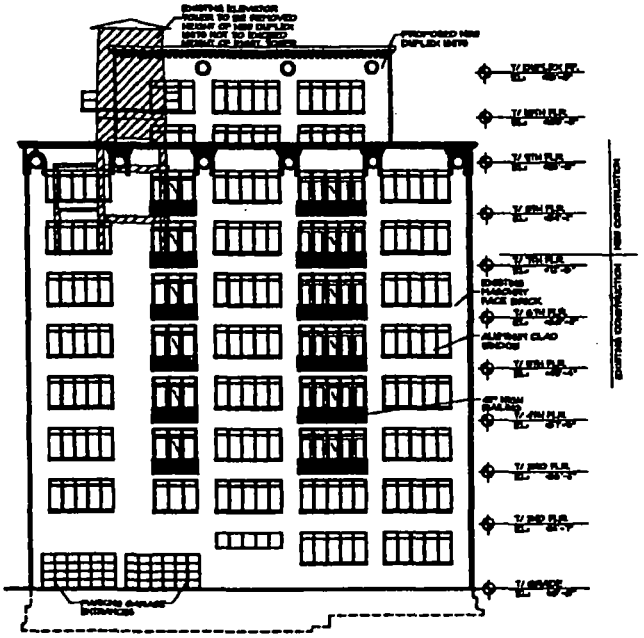


South And North Elevation.



(2 COMM./83 D.U.)

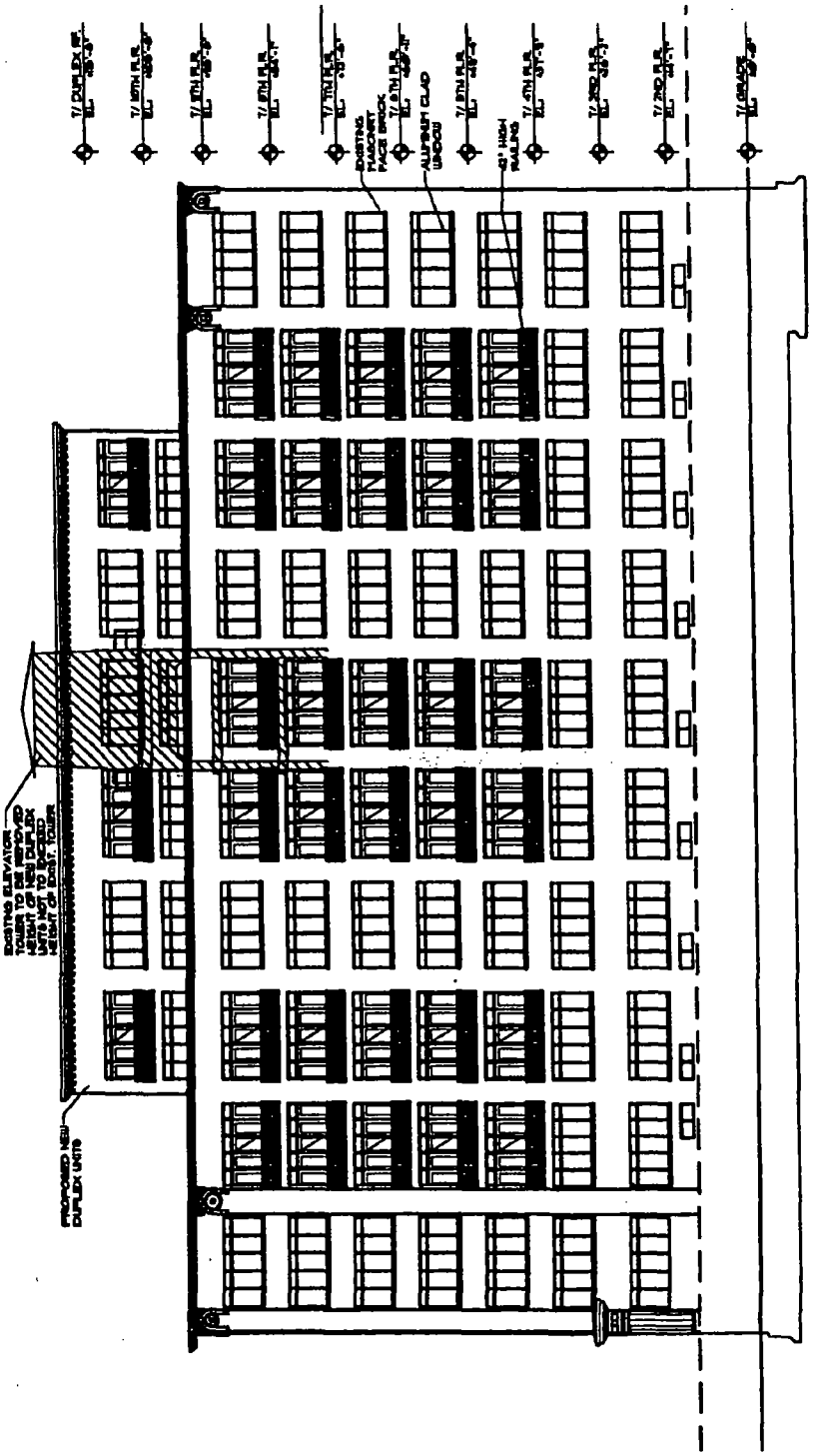
SCALE: N.T.S.



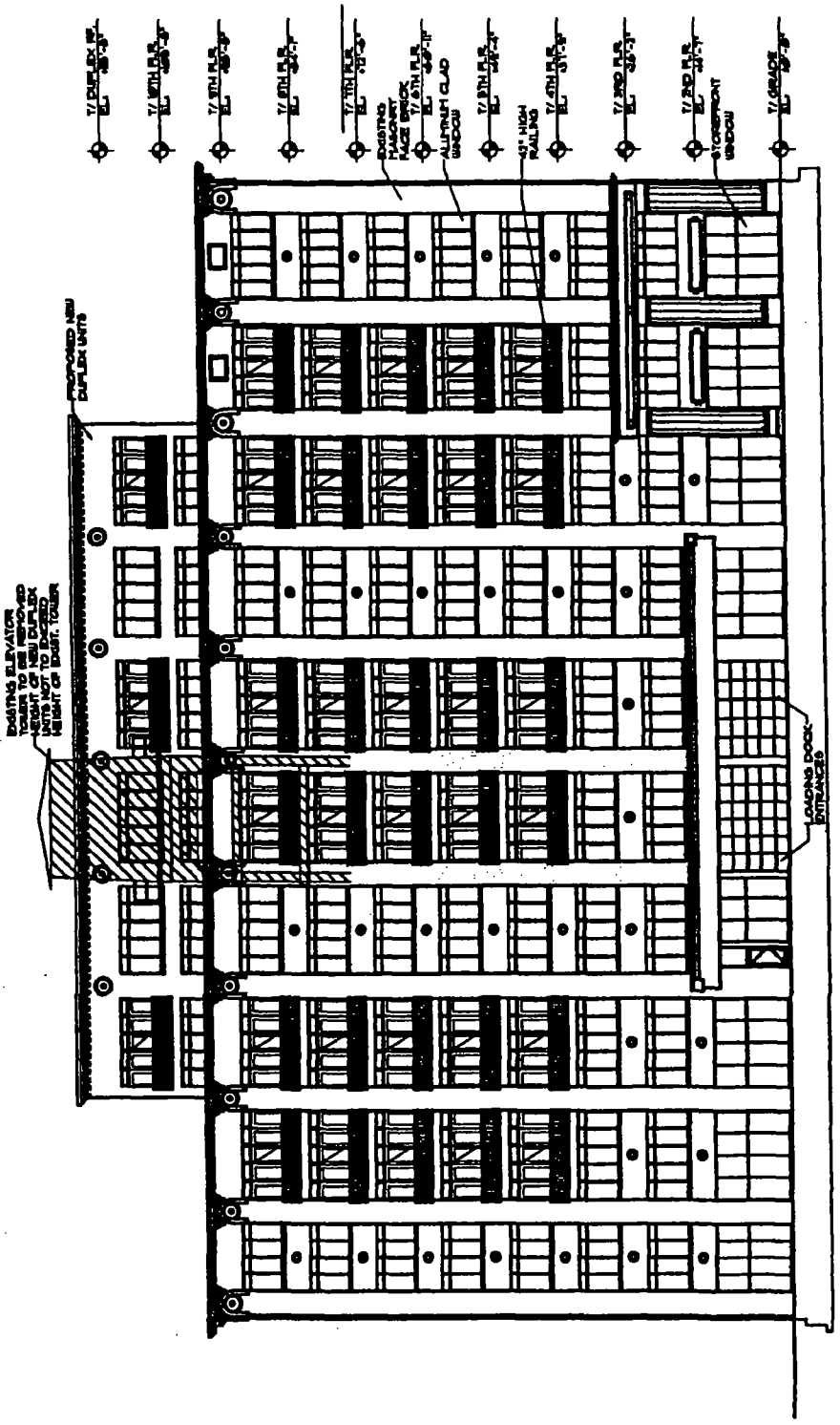
(2 COMM./83 D.U.)

SCALE: N.T.S.

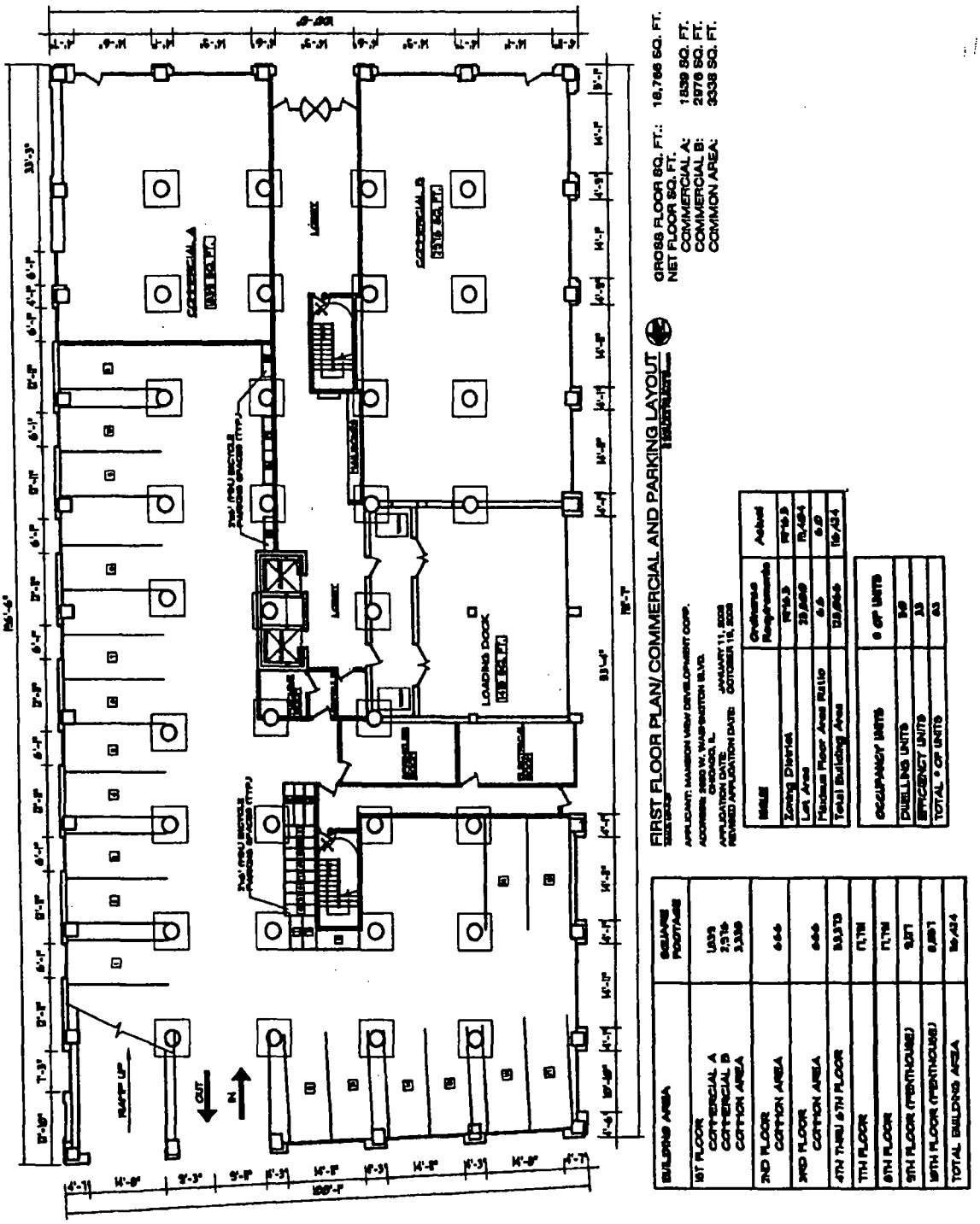
East Elevation.



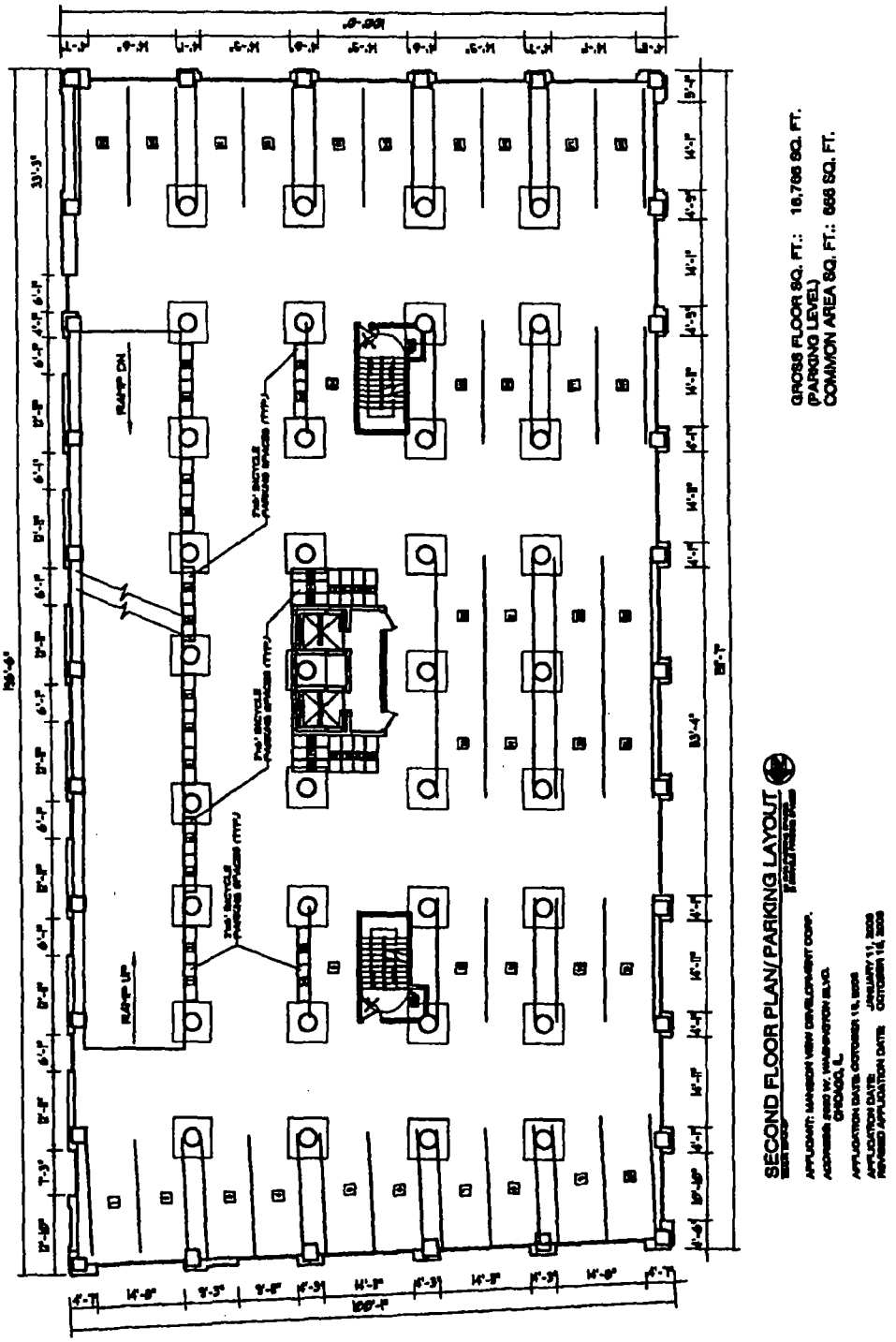
West Elevation.



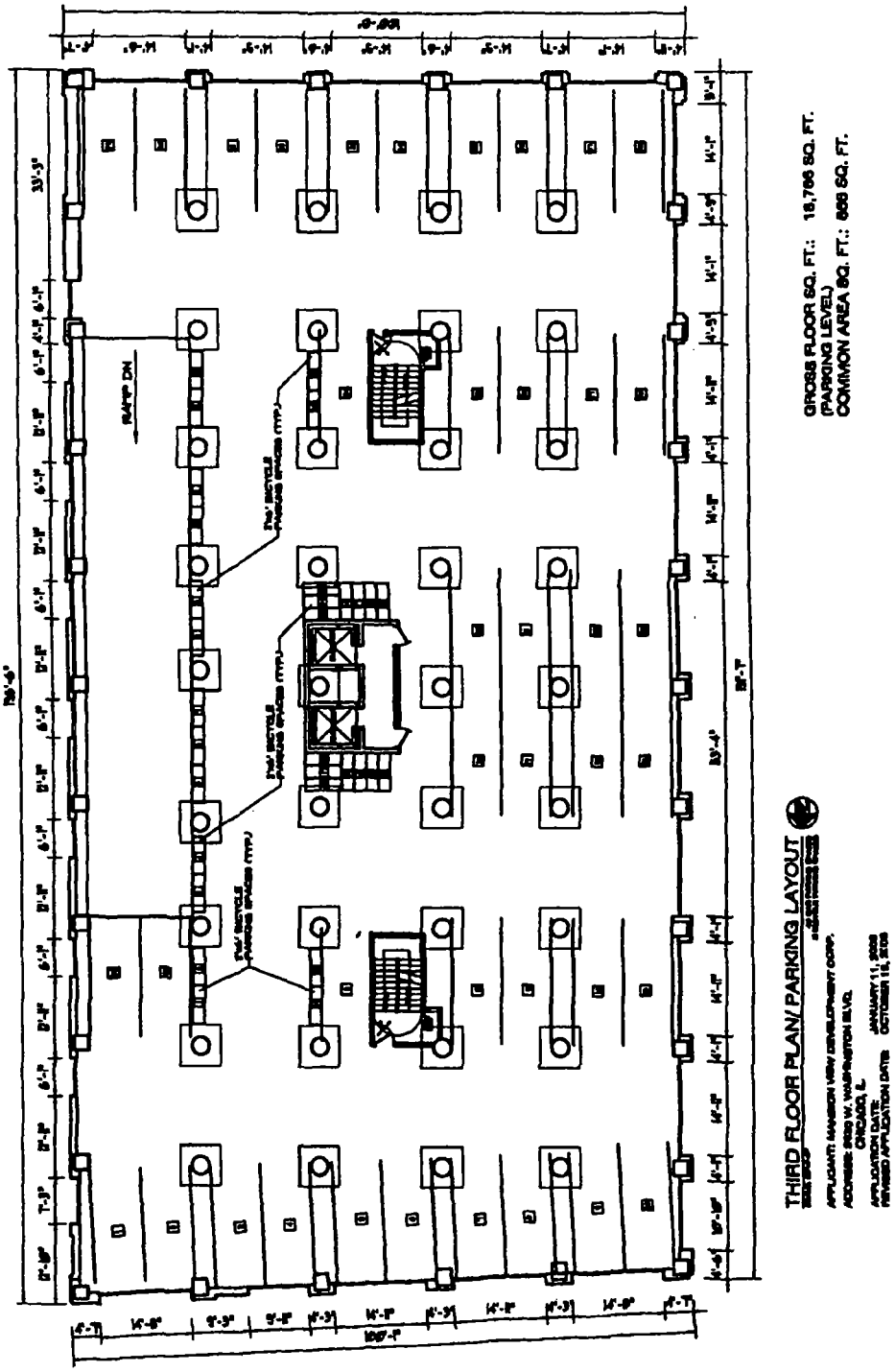
First Floor Plan/Commercial And Parking Layout.



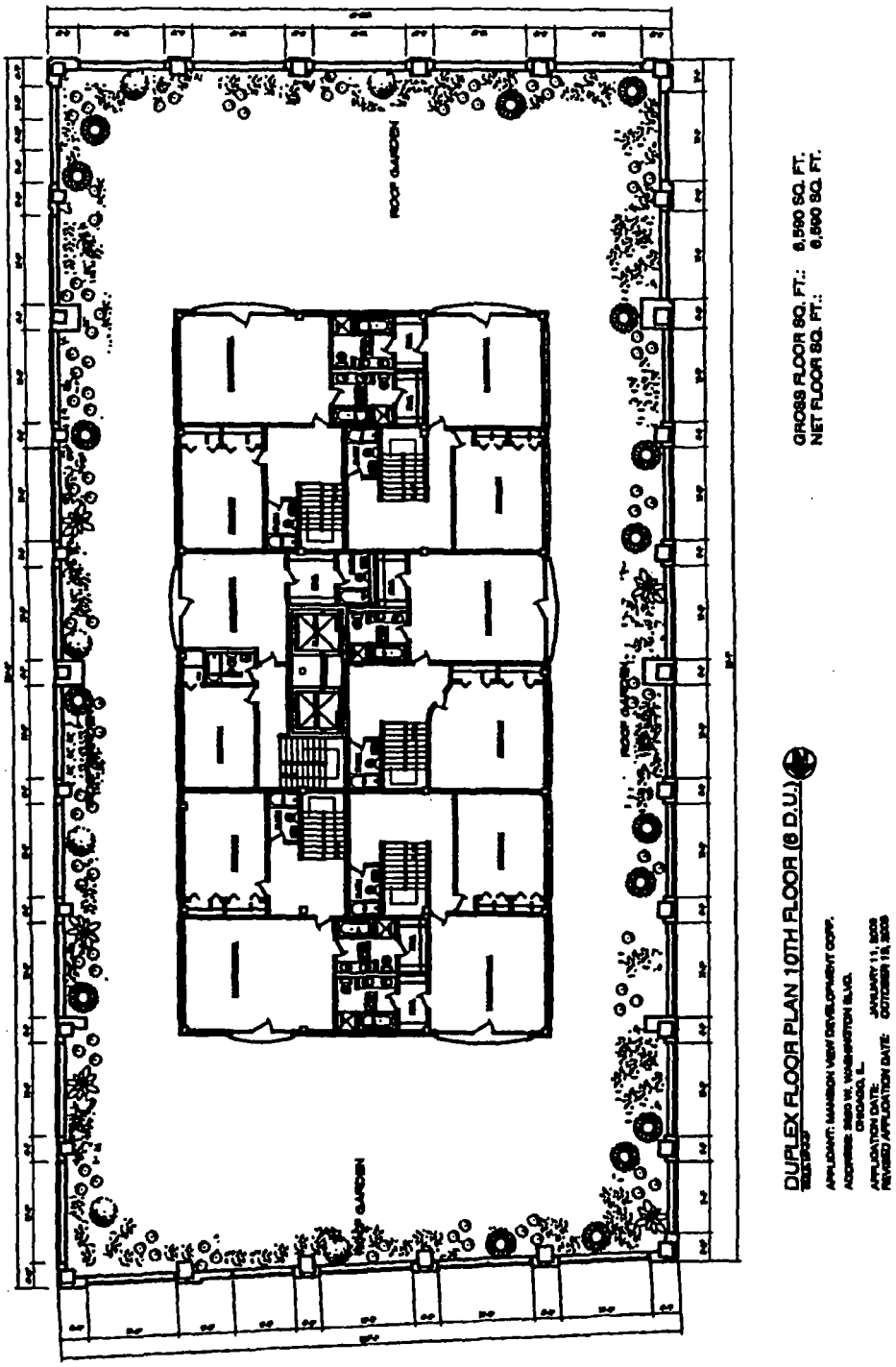
Second Floor Plan/Parking Layout.



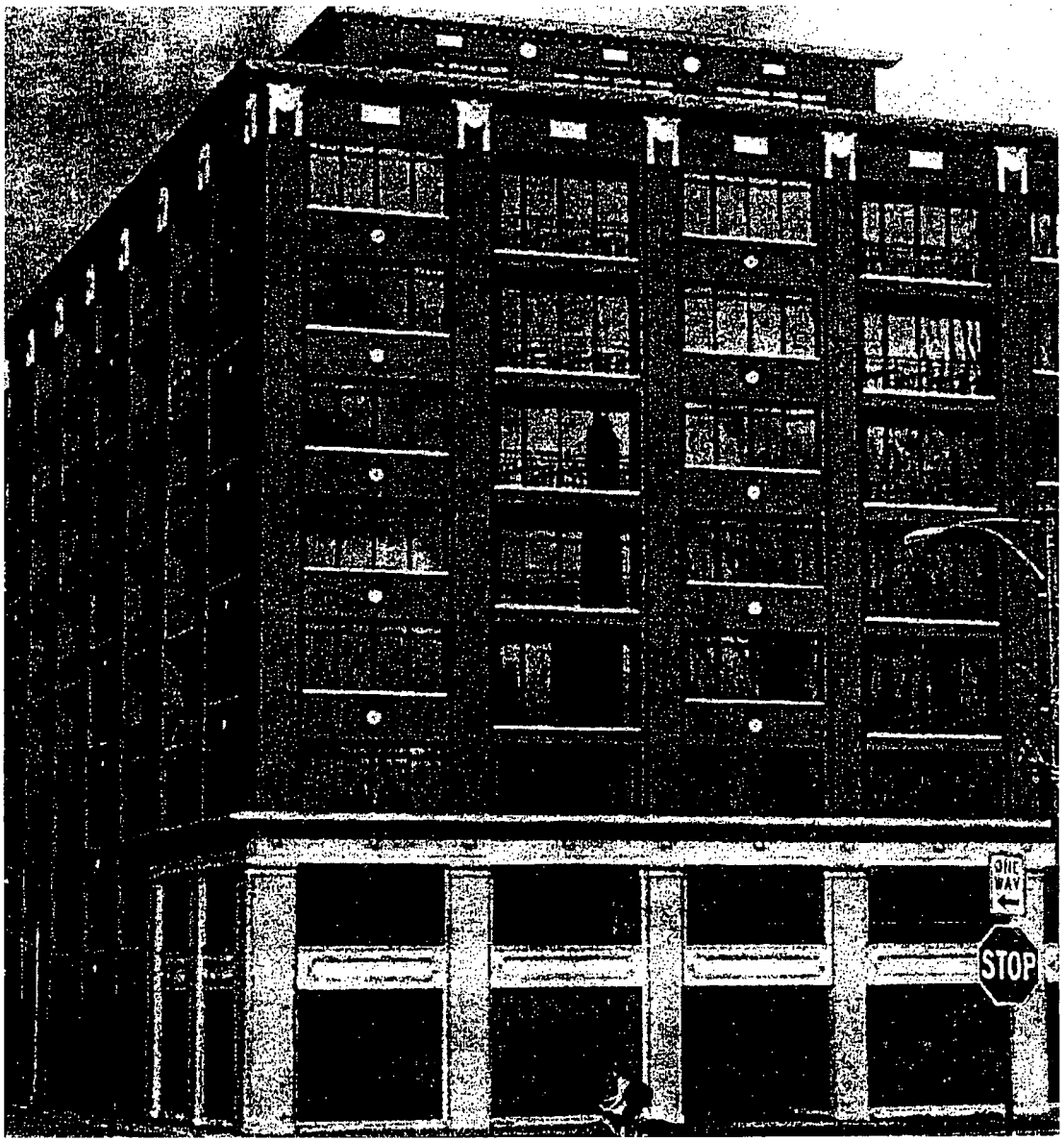
Third Floor Plan/Parking Layout.



Duplex Floor Plan -- Tenth Floor.



Building View.



Reclassification Of Area Shown On Map Number 3-G.
(Application Number 15628)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-G in the area bounded by:

the alley north of and parallel to West Chestnut Street; a line 312 feet west of and parallel to North Noble Street; West Chestnut Street; and a line 336 feet west of and parallel to North Noble Street,

to those of an RM5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number 15866)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-H in the area bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 275 feet west of and parallel to North Leavitt Street; West Belmont Avenue; and a line 300 feet west of and parallel to North Leavitt Street,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number 15868)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 9-H in the area bounded by:

the alley next north of and parallel to West Melrose Street; a line 266 feet east of and parallel to North Southport Avenue; West Melrose Street; and a line 241 feet east of and parallel to North Southport Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-I.
(Application Number 15806)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-I in the area bounded by:

North Kedzie Avenue; a line 258.50 feet south of and parallel to West Byron Street; the public alley next east of and parallel to North Kedzie Avenue; and a line 312.50 feet south of and parallel to West Byron Street,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-I.
(As Amended)
(Application Number 15867)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-I in the area bounded by:

a line 255 feet northwest of the intersection of West Roscoe Street and North Elston Avenue (as measured from the southwesterly right-of-way line of North Elston Avenue and perpendicular thereto); North Elston Avenue; a line 205 feet northwest of the intersection of West Roscoe Street and North Elston Avenue (as measured from the southwesterly right-of-way line of North Elston Avenue and perpendicular thereto); and the alley next southwest of and parallel to North Elston Avenue,

to those of a B3-2 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-I.
(As Amended)
(Application Number 15876)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 13-I in the area bounded by:

a line 381.0 feet north of and parallel to West Ainslie Street or the line thereof if extended where no street exists; North Western Avenue; a line 356.0 feet north of and parallel to West Ainslie Street or the line thereof if extended where no street exists; and the alley next west of North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held November 16, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 14, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 16, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of sixteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15876, 15867, 15402, 15546, A-5570, A-5576, A-5577, A-5578, A-5580, A-5581, A-5582, A-5583, A-5584, A-5585, A-5586 and A-5587.

Please let the record reflect that Application Number 15872 failed to meet the Committee's approval and was voted upon as "Do Not Pass".

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 15846)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

a line 187.73 feet north of and parallel to West Hubbard Street; North Morgan Street; a line 117.39 feet north of and parallel to West Hubbard Street; and the alley next west of and parallel to North Morgan Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-L.
(Application Number 15871)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Limited Manufacturing/Business Park District symbols as shown on Map Number 1-L in the area bounded by:

West Chicago Avenue; a line 101 feet east of and parallel to North Lotus Avenue; the public alley next south of and parallel to West Chicago Avenue; and North Lotus Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 15546)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the DX-5 Downtown, Mixed-Use District symbols and indications as shown on Map Number 4-E in the area bounded by:

East 21st Street; South Indiana Avenue; a line approximately 180 feet north of and parallel to East 22nd Street; and the alley next west of and parallel to South Indiana Avenue,

to the designation of a Residential-Business Planned Development which is hereby established in the area described and a corresponding use district, subject to such use and bulk regulations as set forth in the Residential-Business Planned Development, attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Business Planned Development ("Planned Development") consists of approximately thirty-nine thousand six hundred forty-six (39,646) square feet (ninety-one hundredths (0.91) acres) of net site area which is depicted on the attached Planned Development Property Line and Boundary Map. The property is controlled by the applicant, Avalon Development Group, L.L.C.

2. The applicant ("Applicant") shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or re-subdivision of parcels, shall require a separate submission on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns, grantees and lessees, and, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder or any ground lessors. Furthermore, pursuant to the requirements of Article 17-8-0400 of the Chicago Zoning Ordinance; the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors, or by a governmental agency with the power of eminent domain which has designated the property for acquisition. An agreement among property owners, the board of directors of any property owners association, or covenant binding property owners, may designate the authorized party for any future amendment, modification or change. The Applicant shall retain single designated control and shall be deemed to be the authorized party for any future amendment, modification or change until the Applicant shall designate in writing the party or parties authorized to make application for any future amendment, modification or change.

4. This plan of development consists of the following nineteen (19) statements; a Bulk Regulations and Data Table; an Existing Zoning and Land-Use Map; a Property Line and Boundary Map; a Site and Landscape Plan; Green Roof Plan and Conceptual Building Elevations prepared by Fitzgerald & Associates Architects, dated September 21, 2006. Full size sets of the Site/Landscape Plan and Conceptual Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The uses permitted within the area delineated herein as a "Residential Business Planned Development" shall include, but not be limited to, multi-unit residential, accessory parking, retail and commercial uses as permitted within the DX-5 Downtown Mixed-Use District, excluding hotel and office use above the ground floor; accessory uses; and such other related uses.

6. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as a "Residential Business Planned Development", subject to the review and approval of the Department of Planning and Development.

7. Two (2) off-street loading facilities for deliveries will be provided within this Planned Development. All parking utilized within this Planned Development will be associated with the residential and retail use, subject to the review of the Departments of Transportation and Planning and Development.

8. Ingress and egress shall be subject to the review and approval of the Department of Transportation -- Bureau of Traffic and the Department of Planning and Development. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

9. In addition to the maximum height of the building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.

10. The permitted Floor Area Ratio ("F.A.R.") identified in the Bulk Regulations and Data Table has been determined using a Net Site Area of thirty-nine

thousand six hundred forty-six (39,646) square feet, a base F.A.R. of 5.00 additional F.A.R. for a series of proposed amenities, as follows:

Description	F.A.R.
Base Floor Area Ratio	5.00
Affordable Housing Bonus	1.00
Adopt-a-Landmark Bonus	1.00
Total Floor Area Ratio:	7.00

11. Pursuant to the Affordable Housing provision of the City of Chicago Zoning Ordinance, Title 17 Chapter 17-4-1004, et seq. ("Zoning Ordinance") the Applicant has asked for an increase in the Floor Area Ratio of the property. The Applicant hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal twenty-five percent (25%) of the total increase in floor area allowed under the Affordable Housing Bonus or a cash payment must be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area multiplied by eighty percent (80%) of the median cost of land per buildable square foot. Based on Section 17-4-1004D, the Applicant has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of Two Hundred Eighty-five Thousand Four Hundred Fifty-one Dollars ($285,451). Prior to the issuance of any approvals pursuant to 17-13-0610 of the Municipal Code of Chicago ("Part II"), the Applicant will enter into an Affordable Housing Agreement with the Chicago Department of Housing or provide a receipt from the Department of Housing in an amount equal to the cash contribution at the time of issuance of the Part II letter from the Department of Planning and Development. The Applicant must comply with all of the applicable sections of the Affordable Housing provision of the Zoning Ordinance, which are hereby incorporated into this Planned Development. The Affordable Housing Agreement required by Section 17-4-1004-E9 is also incorporated into this Planned Development.

12. Pursuant to the Adopt-a-Landmark provision of the Chicago Zoning Ordinance, Title 17 Chapter 17-4-1022, et seq. ("Zoning Ordinance") the Applicant has asked for an increase in the Floor Area Ratio of the property. The Applicant hereby acknowledges that according to Section 17-4-1022-B of the Zoning Ordinance, floor area bonuses may be granted in return for payments to property owners of officially designated historic buildings to support specific building restoration projects. Section 17-4-1022-C-1 states that floor area bonuses for qualifying activities are to be based on

financial contributions that reflect the value of property within the geographic area, based on the following formula: Cost of one (1) square foot of floor area equals eighty percent (80%) multiplied by median cost of land per buildable square foot. Based on Section 17-4-1022-C-1, the Applicant has agreed to make cash contribution to the Second Presbyterian Church of Chicago, which is an officially designated historic building in the amount of Two Hundred Eighty-five Thousand Four Hundred Fifty-one Dollars ($285,451). Pursuant to Section 17-4-1022-B-4, the property owner of the landmark building receiving the funds must enter into an agreement with the City of Chicago and the Commission on Chicago Landmarks regarding the manner in which the funds will be used. All agreements must be in a form approved by the Corporation Counsel.

13. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply except that in addition to other exclusions from floor area for purposes of determining F A.R. permitted by the Chicago Zoning Ordinance, floor area devoted to elevator shafts and stairwells located within the parking garage shall be excluded.

14. The Applicant shall retain and maintain the wooden water tower with brick base located on the existing four (4) story brick building as part of the project.

15. The Applicant shall obtain the applicable official reviews, approvals and permits from the various City departments and or committees regarding the use of the public way for any encroachments of public way space including encroachments on, over or under the street, sidewalk, parkway or alley. Such approval and permits shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

16. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the subject property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. Additionally, Applicant shall provide a green roof identified on the Landscape Plan. The green roof shall be twenty-five percent (25%) of the net roof area (nine thousand sixteen (9,016) square feet). Additionally, Applicant shall provide a dog run as part of the project.

17. The Applicant acknowledges that it is in the public interest to design, construct and maintain the building and all other improvements in a manner that promotes, enables and maximizes universal access throughout the subject property. Plans for all buildings and improvements on subject property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote a high standard of accessibility. No building permit shall be issued by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for the building or improvement proposed.

18. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination is made by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

19. Unless substantial construction has commenced within six (6) years following adoption of this Residential Business Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; and the zoning of the property shall automatically revert to the prior DX-5 Downtown Mixed-Use District.

[Green Roof Plan referred to in these Plan of Development Statements unavailable at time of printing.]

[Existing Zoning and Land-Use Map; Property Line and Boundary Map; Site and Landscape Plan; Building and Garage Elevation Drawings referred to in these Plan of Development Statements printed on pages 95431 through 95438 of this *Journal*.]

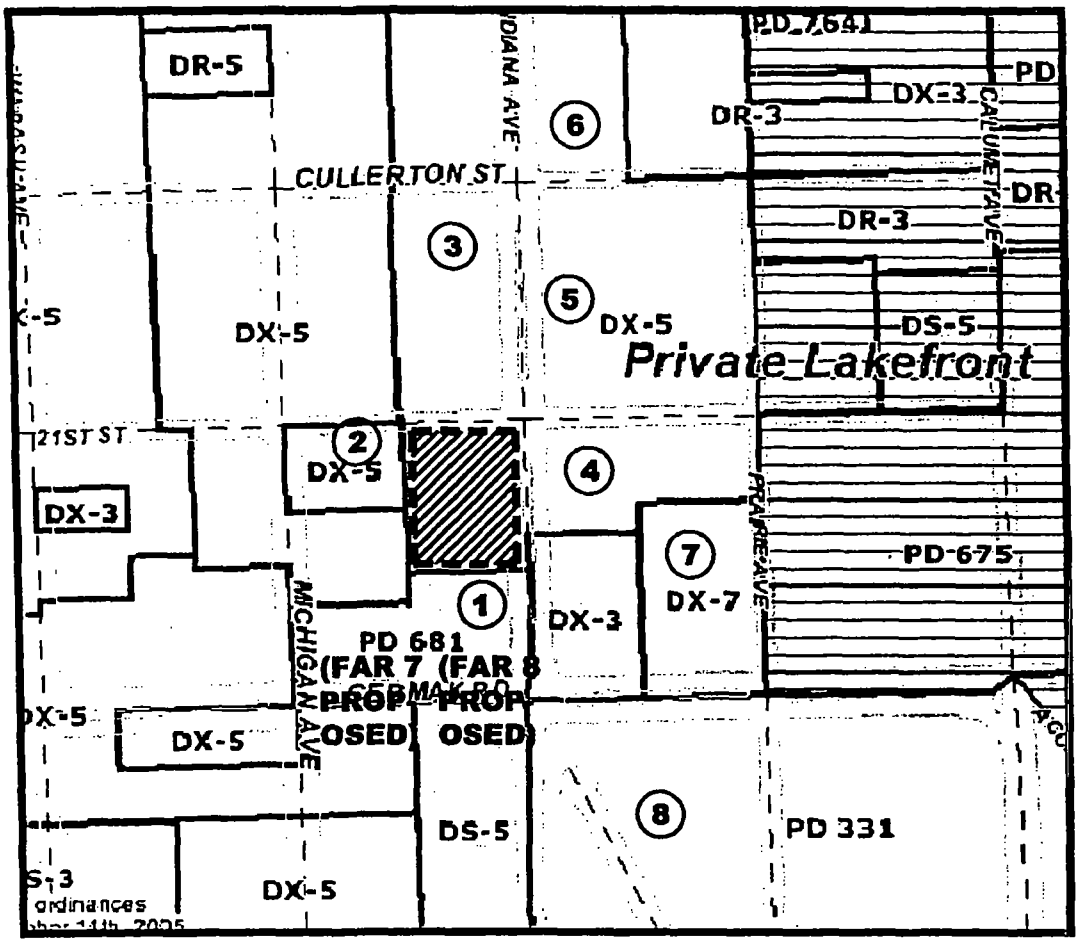
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Business Planned Development.

Bulk Regulations And Data Table.

Gross Site Area:	61,428 square feet (1.41 acre)
Net Site Area:	39,646 square feet (0.91 acres) = Gross Site Area (61,428 square feet) - area in adjoining public streets and alleys (21,782 square feet)
Maximum Floor Area Ratio:	
Base F.A.R.:	5.00
Affordable Housing Bonus:	1.00
Adopt-a-Landmark Bonus:	1.00
Maximum Total F.A.R.:	7.00
Maximum Number of Residential Units:	233 units
Minimum Site Coverage:	35,550
Minimum Number of Off-Street Parking Spaces:	170 spaces
Maximum Number of Off-Street Parking Spaces:	240
Minimum Number of Bicycle Parking Spaces:	50 spaces
Minimum Number of Loading Berths:	2 at 10 feet width by 25 feet length by 14 feet height
Minimum Building Setbacks:	In accordance with Site Plan
Maximum Building Height:	360 feet

Existing Zoning And Land-Use Map.

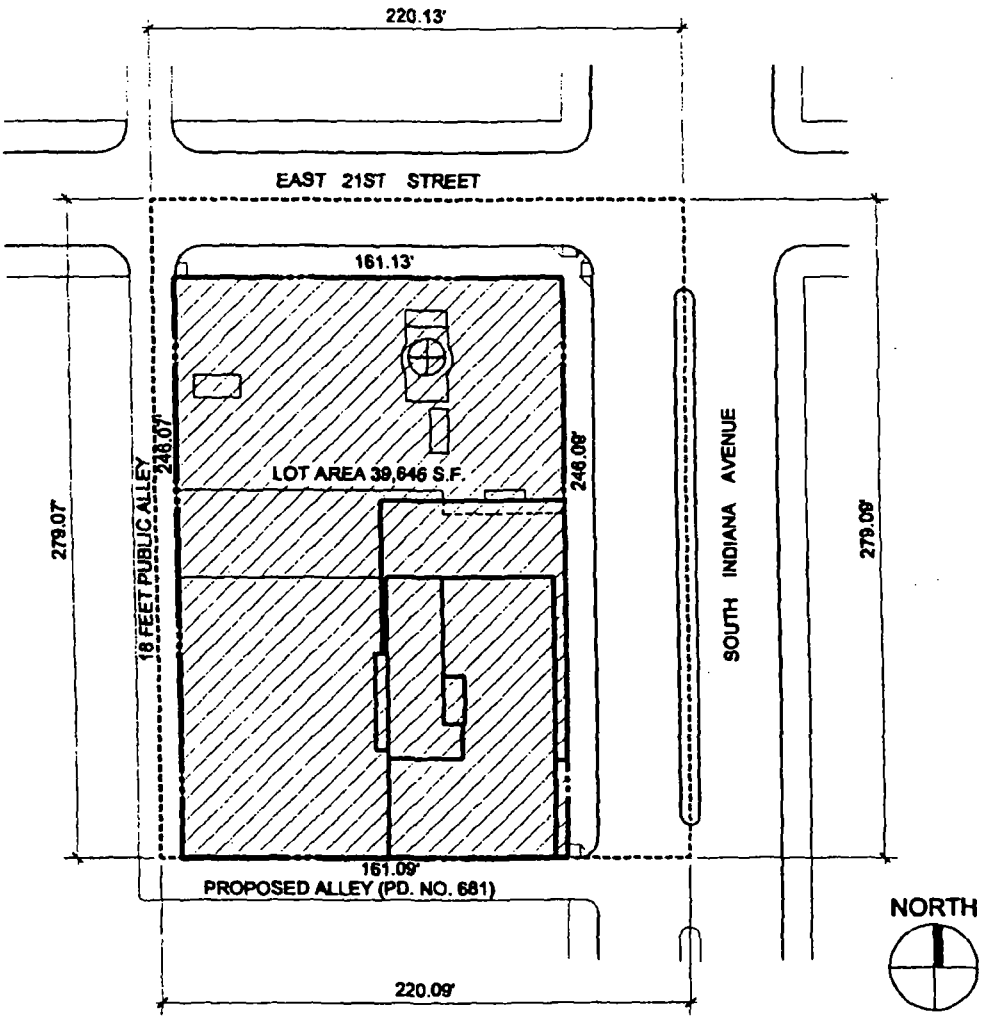


INDICATED PROPERTY FOR PLANNED DEVELOPMENT

ZONING DISTRICT BOUNDARIES

KEY
1. 1-story restaurant (35-story tower proposed)
2. 26-story residential tower w/ 1st floor retail
3. 30-story residential tower
4. 6-story office building
5. 5-story residential building w/ 1st floor retail
6. 13-story residential building w/ 1st floor retail
7. 1-story Lakeside Bank
8. McCormick Place West Building

Property Line And Boundary Map.

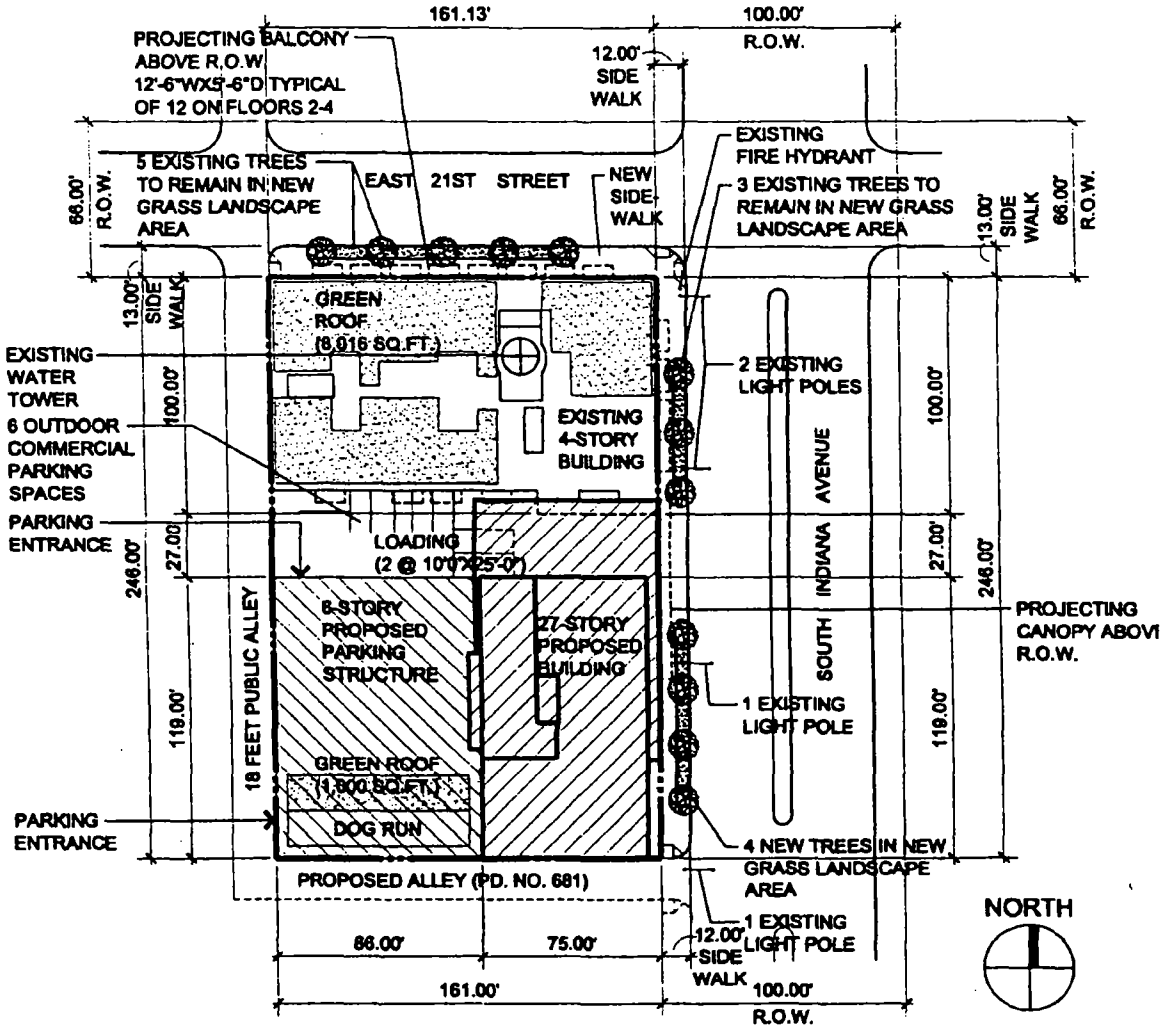


PLANNED DEVELOPMENT BOUNDARY LINE

INDICATED PROPERTY FOR PLANNED DEVELOPMENT

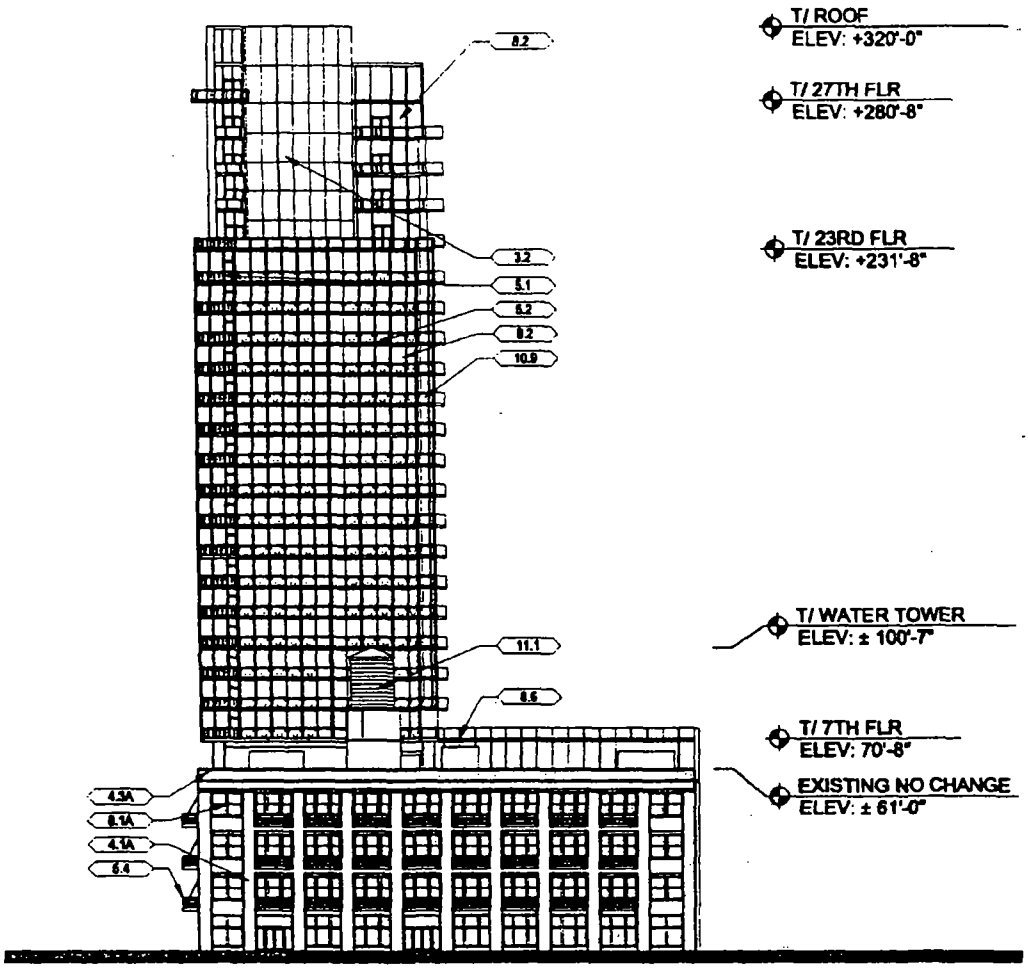
PROPERTY LINES

Site And Landscape Plan.



PROPERTY LINES

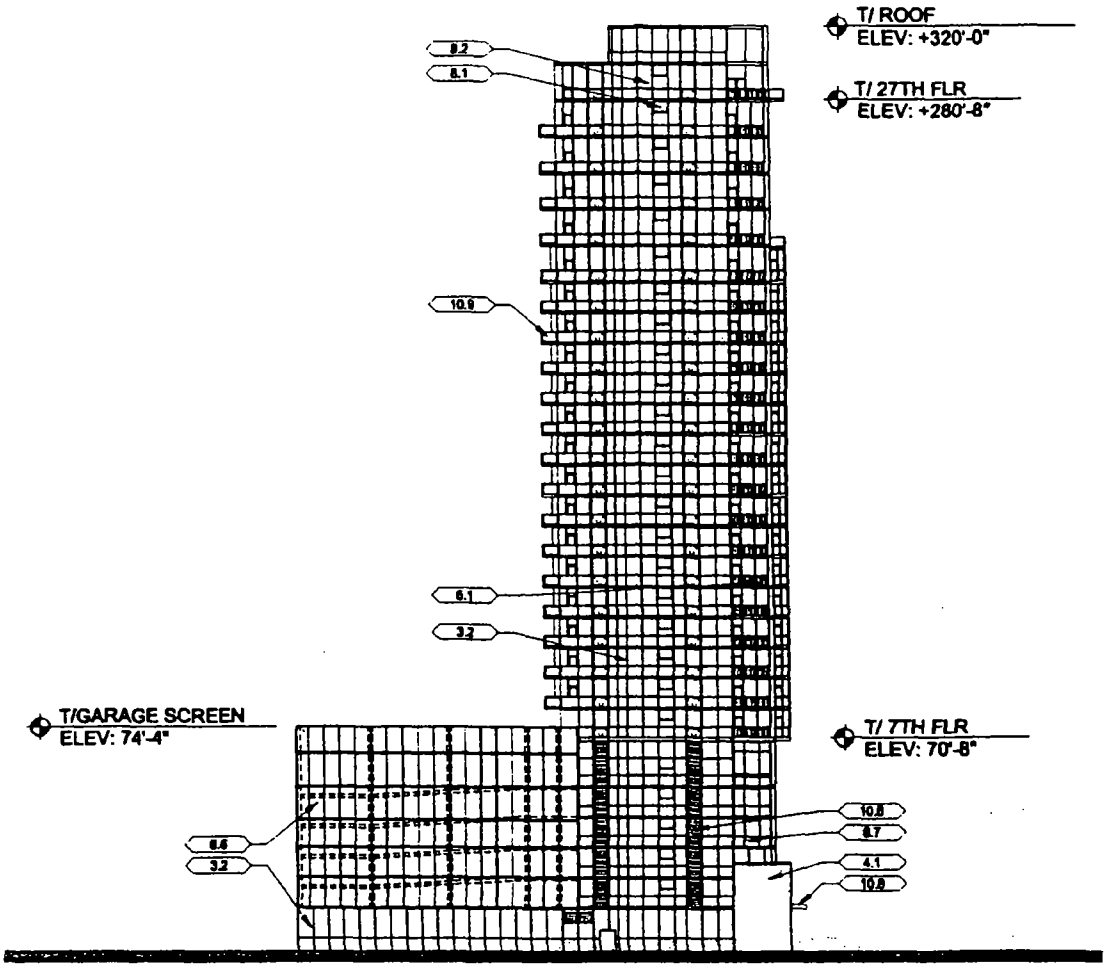
North Elevation.



Key

3.2 Cast in Place Concrete w/ Pigmented Coating
4.1 Face Brick
4.1a Existing Face Brick
4.3 Cast Stone Coping
4.3a Existing Stone Coping
5.1 Metal Railing
5.2 Aluminum Slab Edge and Column Cover
5.4 Projecting Metal Balcony
8.1 Aluminum Window
8.1a Aluminum Replacement Window
8.2 Aluminum Window Wall System
8.3 Aluminum Storefront
8.5 Overhead Garage Door
8.6 Translucent Fenestration System
8.7 Translucent Glass Window
10.1 Signage
10.6 Louver
10.8 Canopy
10.9 Glass Balcony Railing
11.1 Existing Water Tower

South Elevation.



Key

3.2 Cast in Place Concrete w/ Pigmented Coating
4.1 Face Brick
4.1a Existing Face Brick
4.3 Cast Stone Coping
4.3a Existing Stone Coping
5.1 Metal Railing
5.2 Aluminum Slab Edge and Column Cover
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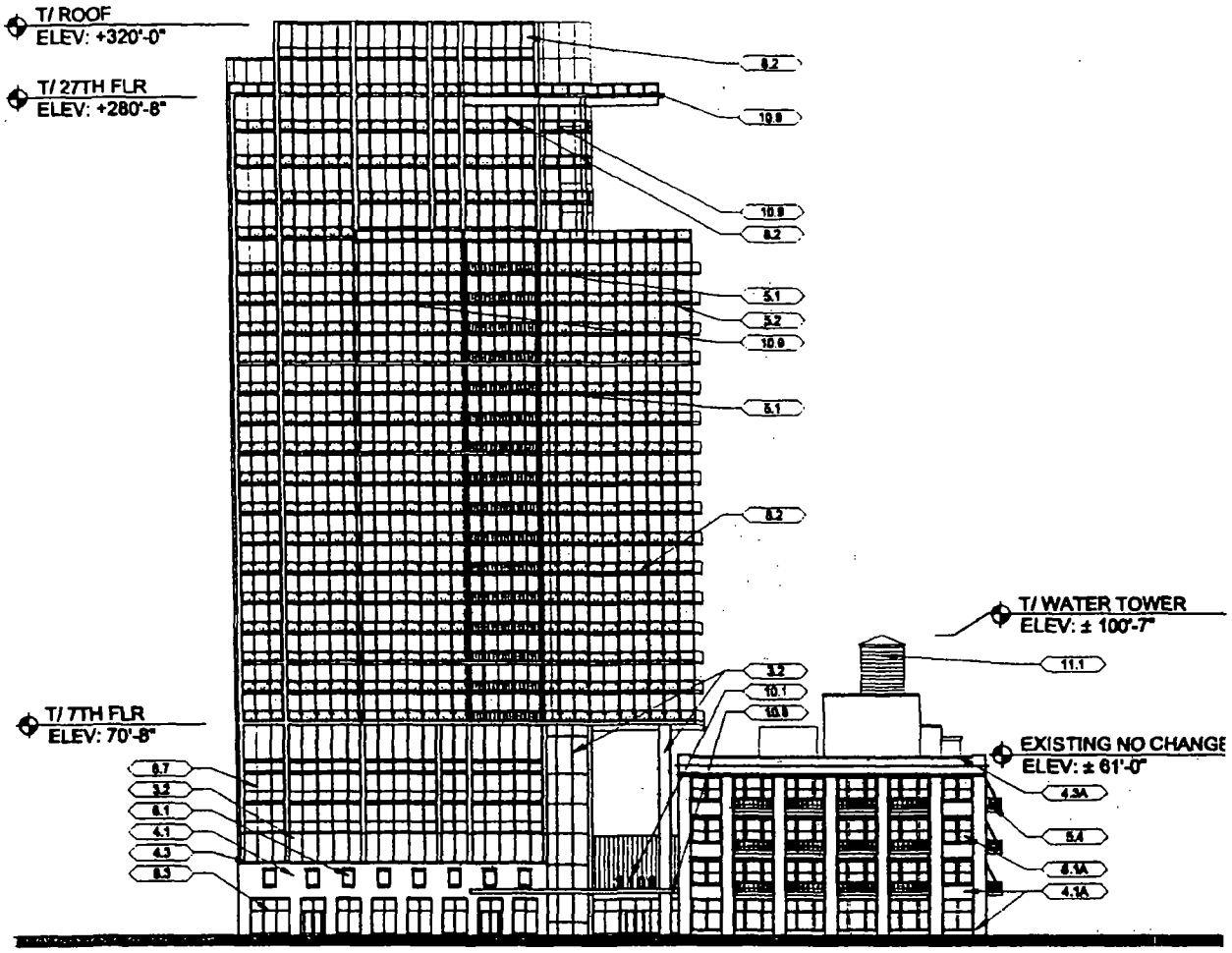
8.1 Aluminum Window
8.1a Aluminum Replacement Window
8.2 Aluminum Window Wall System
8.3 Aluminum Storefront
8.5 Overhead Garage Door
8.6 Translucent Fenestration System
8.7 Translucent Glass Window
10.1 Signage
10.6 Louver
10.8 Canopy
10.9 Glass Balcony Railing
11.1 Existing Water Tower

East Elevation.



Key

3.2 Cast in Place Concrete w/ Pigmented Coating
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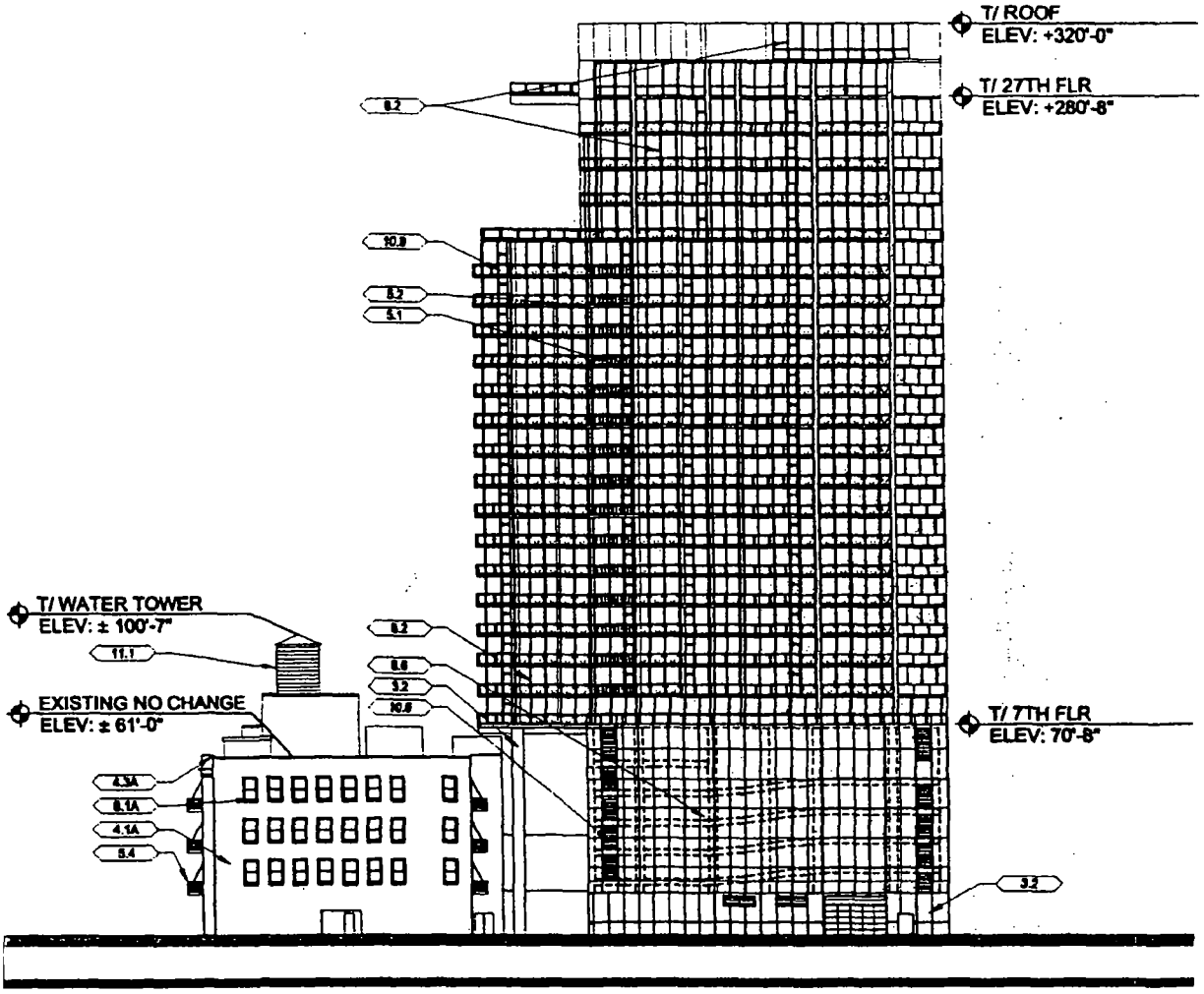
4.1a Existing Face Brick
4.3 Cast Stone Coping
4.3a Existing Stone Coping
5.1 Metal Railing
5.2 Aluminum Slab Edge and Column Cover
5.4 Projecting Metal Balcony
8.1 Aluminum Window
8.1a Aluminum Replacement Window
8.2 Aluminum Window Wall System
8.3 Aluminum Storefront
8.5 Overhead Garage Door
8.6 Translucent Fenestration System
8.7 Translucent Glass Window
10.1 Signage
10.6 Louver
10.8 Canopy
10.9 Glass Balcony Railing
11.1 Existing Water Tower

West Elevation.



Key

3.2 Cast in Place Concrete w/ Pigmented Coating
4.1 Face Brick
4.1a Existing Face Brick
4.3 Cast Stone Coping
4.3a Existing Stone Coping
5.1 Metal Railing
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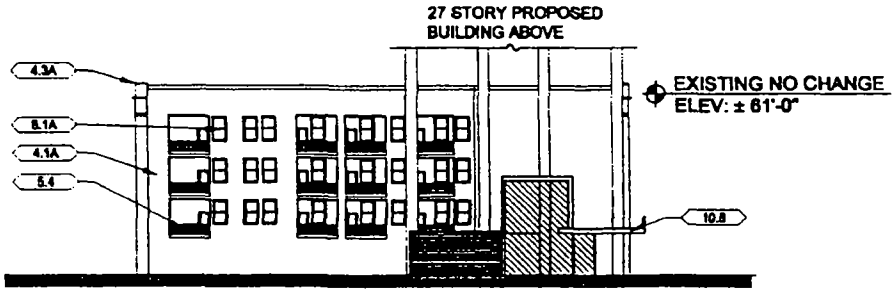
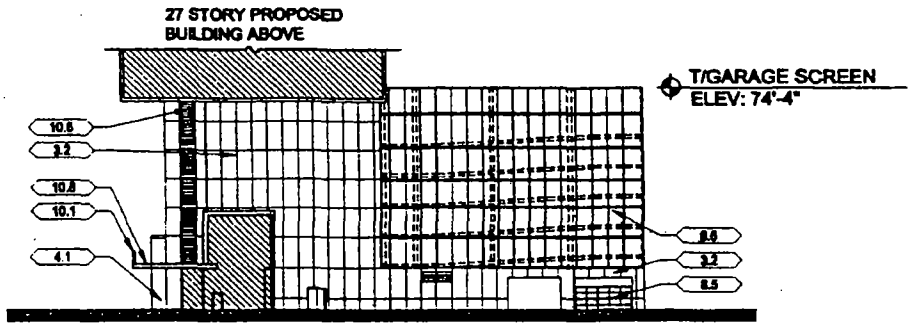
8.6 Translucent Fenestration System
8.7 Translucent Glass Window
10.1 Signage
10.6 Louver
10.8 Canopy
10.9 Glass Balcony Railing
11.1 Existing Water Tower

Existing Building South Elevation
And Garage North Elevation.



EXISTING BUILDING SOUTH ELEVATION



GARAGE NORTH ELEVATION

Key

3.2 Cast in Place Concrete w/ Pigmented Coating
4.1 Face Brick
4.1a Existing Face Brick
4.3 Cast Stone Coping
4.3a Existing Stone Coping
5.1 Metal Railing
5.2 Aluminum Slab Edge and Column Cover
5.4 Projecting Metal Balcony
8.1 Aluminum Window
8.1a Aluminum Replacement Window
8.2 Aluminum Window Wall System
8.3 Aluminum Storefront
8.5 Overhead Garage Door
8.6 Translucent Fenestration System
8.7 Translucent Glass Window
10.1 Signage
10.6 Louver
10.8 Canopy
10.9 Glass Balcony Railing
11.1 Existing Water Tower

Reclassification Of Area Shown On Map Number 5-F.
(Application Number A-6097)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6.5 Residential Multi-Unit District, B1-2 Neighborhood Shopping District and B3-5 Community Shopping District symbols and indications on Map Number 5-F in the area bounded by:

the south line of West Armitage Avenue; the southwesterly line of North Clark Street; a line 426.28 feet north of and parallel to West Wisconsin Street; the east line of that portion of North Lincoln Park West which is closed to vehicular traffic; a line 366.28 feet north of and parallel to West Wisconsin Street; the southeasterly line of that portion of North Ogden Avenue which is closed to vehicular traffic; the northeasterly line of North Lincoln Avenue; the northwesterly line of that portion of North Ogden Avenue which is closed to vehicular traffic; and the west line of that portion of North Lincoln Park West which is closed to vehicular traffic,

to those of a T, Transportation District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 5-L.
(Application Number A-7003)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District and C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 5-L in the area bounded by:

West Fullerton Avenue; North Lavergne Avenue; the public alley next south of and parallel to West Fullerton Avenue; and North Leclaire Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 6-F.
(Application Number 15869)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-2 Light Industry District symbols and indications as shown on Map Number 6-F in the area bounded by:

West 24th Street; a line 175 feet west of and parallel to South Canal Street; the public alley next south of and parallel to West 24th Street; and a line 200 feet west of and parallel to South Canal Street,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number 15822)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 7-G in the area bounded by:

North Lincoln Avenue; a line perpendicular to North Lincoln Avenue that is 104.03 feet northwest of the intersection of North Lincoln Avenue and North Kenmore Avenue; and North Kenmore Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 15890)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 Light Industry District symbols and indications as shown on Map Number 7-H in the area bounded by:

north branch of Chicago River; the north line of vacated Snow Street; North Elston Avenue; and a line 177.74 feet northwest of and parallel to north line of vacated Snow Street,

to those of a C3-3 Commercial, Manufacturing and Employment District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-L.
(Application Number A-7002)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District and C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 7-L in the area bounded by:

the public alley next north of and parallel to West Fullerton Avenue; North Lavergne Avenue; West Fullerton Avenue; and North Leclaire Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-I.
(Application Number 15882)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 8-I in the following area:

a line 389.92 feet north of West 36th Street; a line 229.0 feet east of South Maplewood Avenue; a line 273.53 feet north of West 36th Street; a line 132.0 feet east of South Maplewood Avenue; the alley next north of West 36th Street; and South Maplewood Avenue,

to those of an RM5 Residential Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-L.
(Application Number 15883)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 12-L in the area bounded by:

West 47th Street; a line 108.71 feet east of and parallel to South Lawler Avenue; the alley next south of and parallel to West 47th Street; and South Lawler Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-G.
(As Amended)
(Application Number A-5570)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 300.25 feet north of and parallel to West Foster Avenue; North Sheridan Road; a line 225.25 feet north of and parallel to West Foster Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 13-G.
(As Amended)
(Application Number A-5576)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 151 feet north of and parallel to West Berwyn Avenue; North Sheridan Road; a line 100 feet south of and parallel to West Berwyn Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 13-G.
(As Amended)
(Application Number A-5577)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications on Map Number 13-G in the area bounded by:

West Balmoral Avenue; North Sheridan Road; a line 100 feet south of and parallel to West Balmoral Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 13-G.
(As Amended)
(Application Number A-5578)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 150 feet south of and parallel to West Bryn Mawr Avenue; North Sheridan Road; a line 433.67 feet south of and parallel to West Bryn Mawr Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 13-I.
(Application Number A-6089)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 13-I in the area bounded by:

a line 357 feet south of and parallel to West Winnemac Avenue; North Western Avenue; a line 516.2 feet south of and parallel to West Winnemac Avenue; the alley next northeasterly of and parallel to North Lincoln Avenue; a line 385 feet south of and parallel to West Winnemac Avenue; and the alley next west of and parallel to North Western Avenue,

to those of a B1-3 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 14-D.
(Application Number 15836)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 14-D in the area bounded by:

a line 50.05 feet south of and parallel to East 61st Street; the alley next east of and parallel to South University Avenue; a line 213.95 feet south of and parallel to East 61st Street; and South University Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-H.
(Application Number 15893)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-2 Light Industry District symbols and indications as shown on Map Number 14-H in the area bounded by:

West 58th Street; South Damen Avenue; a Line 223.38 feet south of and parallel to West 58th Street (or the north boundary line of the Pennsylvania Railroad right-of-way line); and South Seeley Avenue,

to an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5580)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

West Hollywood Avenue; a line beginning at a point 272 feet east of North Sheridan Road (as measured along the south line of West Hollywood Avenue and extending southwesterly to a point 250 feet north of West Bryn Mawr Avenue and 263.2 feet east of North Sheridan Road); a line 250 feet north of and parallel to West Bryn Mawr Avenue; North Sheridan Road; a line 209 feet south of and parallel to West Hollywood Avenue; the alley next west of and parallel to North Sheridan Road; a line 149 feet south of and parallel to West Hollywood Avenue; and North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5581)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

a line 299 feet south of and parallel to West Ardmore Avenue; North Sheridan Road; a line 429 feet south of and parallel to West Ardmore Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5582)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

West Ardmore Avenue; North Sheridan Road; a line 99 feet south of West Ardmore Avenue; a line 239.65 feet east of and parallel to North Sheridan Road; a line 163 feet south of and parallel to West Ardmore Avenue; North Sheridan Road; a line 174 feet south of and parallel to West Ardmore Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5583)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

a line 550 feet north of and parallel to West Ardmore Avenue; North Sheridan Road; a line 375 feet north of and parallel to West Ardmore Avenue; the Lake Michigan shoreline; a line 300 feet north of and parallel to West Ardmore Avenue; North Sheridan Road; a line 200 feet north of and parallel to West Ardmore Avenue; and the alley next west of North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5584)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

a line 150 feet south of and parallel to West Thorndale Avenue; North Sheridan Road; a line 300 feet south of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5585)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

a line 405.9 feet north of and parallel to West Thorndale Avenue; North Sheridan Road; a line 105.9 feet north of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5586)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications on Map Number 15-G in the area bounded by:

a line 115 feet north of and parallel to West Glenlake Avenue; North Sheridan Road; a line 100 feet south of and parallel to West Glenlake Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(As Amended)
(Application Number A-5587)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications on Map Number 15-G in the area bounded by:

a line 350 feet north of and parallel to West Glenlake Avenue; the Lake Michigan shoreline; a line 200 feet north of and parallel to West Glenlake Avenue; and North Sheridan Road,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 17-O.
(Application Number 15892)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-O in the area bounded by:

the alley next northeast of and parallel to North Northwest Highway; a line 142.6 feet in length perpendicular to North Northwest Highway, commencing at a point 743.76 feet northwest of the intersection of North Northwest Highway and West Devon Avenue; North Northwest Highway; and a line 142.6 feet in length perpendicular to North Northwest Highway, commencing at a point 803.76 feet northwest of the intersection of North Northwest Highway and West Devon Avenue,

to those of an RM4.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 24-B.
(Application Number 15886)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 24-B in the following area:

the south line of East 96th Street as extended west to the east line of the Chicago & Western Indiana Railroad right-of-way; a line 168.0 feet east of the east line of the Chicago & Western Indiana Railroad right-of-way; the north line of East 97th Street as extended west to the east line of the Chicago & Western Indiana Railroad right-of-way; and the east line of the Chicago & Western Indiana Railroad right-of-way,

to those of an RS3 Residential Single-Unit (Detached) District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 24-B.
(Application Number 15887)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 24-B in the following area:

the north line of East 97th Street as extended west to the east line of the Chicago & Western Indiana Railroad right-of-way; South Marquette Avenue; the south line of East 97th Street as extended west to the east line of the Chicago & Western Indiana Railroad right-of-way; and the east line of the Chicago & Western Indiana Railroad right-of-way,

to those of an RS3 Residential Single-Unit (Detached) District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 28-G.
(Application Number 15888)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS2 District symbols and indications as shown on Map Number 28-G in the area bounded by:

the alley next south of West 112th Place; South Carpenter Street; a line 50.00 feet south of the alley next south of West 112th Place; the alley next west of South Carpenter Street; a line 87.50 feet south of the alley next south of West 112th Place; and South Aberdeen Street,

to those of an RT3.5 District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF AREAS SHOWN ON MAP NUMBERS 5-G, 5-H, 5-I, 7-M, 11-G AND 13-H.

(Committee Meeting Held November 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of fifteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15900, 15922, 15911, 15626, 15658, 15864, 14510, 15356, 15769, A-7043, A-7008, A-7009, A-6008, A-5876 and TAD-377.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 5-G.
(Application Number 15921)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 227 feet south of and parallel to West Wisconsin Street; North Halsted Street; a line 251.78 feet south of and parallel to West Wisconsin Street; and the alley next west of and parallel to North Halsted Street,

to those of an RM4.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 15864)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-H in the area bounded by:

the alley next south of and parallel to West Armitage Avenue; North Hermitage Avenue; a line 189.83 feet south of and parallel to West Armitage Avenue; and the alley next west of and parallel to North Hermitage Avenue,

to those of a B2-1 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14753)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 5-I in the area bounded by:

West Wabansia Avenue; the alley next east of and parallel to North Campbell Avenue; a line 25 feet south of and parallel to West Wabansia Avenue; and North Campbell Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 15908)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 163 feet southeast of and parallel to West Prindiville Street; a line 111 feet northeast of and parallel to North Stave Street; a line 217.16 feet southeast of and parallel to West Prindiville Street; and North Stave Street,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-M.
(As Amended)
(Application Number 15922)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 7-M in the area bounded by:

West Belmont Avenue; a line 104.07 feet west of and parallel to North Mobile Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 129.07 feet west of and parallel to North Mobile Avenue,

to those of a B2-2 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-G.
(Application Number 15880)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District, B3-3 Community Shopping District symbols and indications as shown on Map Number 11-G in the area bounded by:

a line 116.97 feet north of and parallel to West Leland Avenue (as measured at the westerly right-of-way line of North Winthrop Avenue); North Winthrop Avenue; West Leland Avenue; and the alley next west of North Winthrop Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-H.
(Application Number 15907)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-H in the area bounded by:

the alley next north of and parallel to West Summerdale Avenue; a line 100 feet east of and parallel to North Wolcott Avenue; West Summerdale Avenue; and a line 75 feet east of and parallel to North Wolcott Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF AREAS SHOWN ON MAP NUMBERS 1-E AND 3-F.

(Committee Meeting Held November 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of fifteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15900, 15922, 15911, 15626, 15658, 15864, 14510, 15356, 15769, A-7043, A-7008, A-7009, A-6008, A-5876 and TAD-377.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 39.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to these ordinances in previous and unrelated matters.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-E.
(As Amended)
(Application Number 14510)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the DX-12 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-E in the area bounded by:

East Superior Street; a line approximately 125 feet east of and parallel to North State Street; the east/west public alley next south of and parallel to East Superior Street; and North State Street,

to the designation of a Residential/Business Planned Development, and a corresponding use district is hereby established in the area above described, subject to the use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein ("Property") and designated as Planned Development Number _____ consists of approximately thirteen thousand two hundred fifty-three (13,253) square feet (approximately zero and thirty-hundredths (0.30) acres) Net Site Area. The Property is owned and controlled by 1-15 East Superior, L.L.C. ("Applicant").

2. Applicant, its successors, assignees or grantees, which may include but shall not be limited to any association(s) formed for purposes of control

and management of any portion of the planned development (collectively hereinafter "Applicant"), shall obtain all applicable official reviews, approvals, or permits that are necessary to implement this planned development. Any administrative adjustment required for a curb cut onto a Class 2 Street, any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees, and approval by the City Council.

3. The requirements, obligations, conditions and benefits contained within this planned development shall be binding and advantage the Applicant. Pursuant to the requirements of Section 17-13-0600 of the Chicago Zoning Ordinance, the Property shall be under single ownership or under single designated control at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made.

4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations Data Table; a Planned Development Boundary and Property Line Map; an Existing Zoning Map; an Existing Land-Use Map; and the following plans prepared by Solomon Cordwell Buenz dated August 17, 2005: Site Plan; First Floor/Landscape Plan; Second Floor Plan; Green Roof Plan; Building Section; North Elevation; South Elevation; East Elevation; and West Elevation. No zoning controls other than this planned development apply to the Property.

5. The following uses shall be permitted within the Property: residential; commercial; retail; parking; accessory uses; and related uses.

6. Permanent and temporary signs -- including marketing signs -- shall be permitted at the Property, but signs other than identification signs and directional signs shall be subject to the review and approval of the Department of Planning and Development.

7. Off-street parking, off-street loading, ingress and egress, emergency vehicle access, and all work in the public way shall be designed, constructed, and paved in compliance with this planned development, the Municipal Code of Chicago, and the regulations of the Chicago Department of Transportation in effect at the time of construction.

8. In addition to the maximum height of the buildings described in this planned development, the height of any improvement shall be subject to height limitations approved by the Federal Aviation Administration.

9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Data and Regulations Table. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning

Ordinance shall apply. Pursuant to the Affordable Housing provision of the Chicago Zoning Ordinance, the Applicant has asked for a density bonus to increase the F.A.R. of the Property. The Applicant hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal at least twenty-five percent (25%) of the total increased floor area allowed under the Affordable Housing Bonus or a cash payment must be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area multiplied by eighty percent (80%) of the median cost of land per buildable square foot. The Applicant has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of Nine Hundred Forty Thousand Nine Hundred Sixty and no/100 Dollars ($940,960.00) in order to achieve a density bonus equal to three and fifty-five hundredths (3.55) F.A.R., calculated as follows: Nine Hundred Forty Thousand Nine Hundred Sixty and no/100 Dollars ($940,960.00) divided by Twenty and no/100 Dollars ($20.00) (eighty percent (80%) of the average price per buildable square foot in the north central area) = forty-seven thousand forty-eight (47,048) bonus square footage purchased through the contribution divided by thirteen thousand two hundred fifty-three (13,253) square feet of lot area = three and fifty-five hundredths (3.55) F.A.R. bonus. At the time of issuance of the Part II for this planned development and prior to the issuance of building permits, the Applicant will enter into an Affordable Housing Agreement with the Chicago Department of Housing or provide a letter of credit or other security in an amount equal to the cash contribution. The Applicant must comply with all of the applicable sections of the Affordable Housing provision of the Zoning Ordinance which sections are hereby incorporated into this planned development. The Affordable Housing Agreement required by Section 17-4-1004E9 is also incorporated into this planned development.

10. Improvements on the Property shall be designed, installed and maintained in substantial conformance with the plans attached hereto and incorporated herein. Landscaping in the public way shall be installed and maintained in accordance with the Chicago Zoning Ordinance or as otherwise approved administratively by the Department of Planning and Development.

11. The terms, conditions, and exhibits of this planned development may be modified administratively by the Commissioner of the Department of Planning and Development upon the written request of the Applicant or its successor associations and after a determination by the Commissioner that such a modification is minor, appropriate, and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout this planned development. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities. No approvals shall be granted by the Director of the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement. Applicant shall provide the required number of Type A and Type B units in the locations and quantities as required by the Chicago Municipal Code.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within the Property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant shall install and maintain a vegetative (green) roof on at least eight-six percent (86%) of the net roof area (eight thousand four hundred twenty-five (8,425) square feet). Net roof area is defined as the area of flat roof, less those areas devoted to rooftop mechanical equipment, mechanical penthouses, chimneys, areas such as stairs and doorways required for roof access, and any perimeter setback required by code, ordinance or regulation. Applicant shall provide an animal exercise area (commonly known as a "dog run") at the Property.

14. Unless substantial construction has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then the provisions of this planned development shall expire and the zoning of the Property automatically shall revert to the DX-12 District.

[Planned Development Boundary and Property Line Map; Existing Land-Use Map; Existing Zoning Map; Site Plan; Floor Plans; Green Roof Plan; Building Elevation Drawings; Building Section; and Building View Drawing referred to in these Plan of Development Statements printed on pages 95464 through 95476 of this *Journal*.]

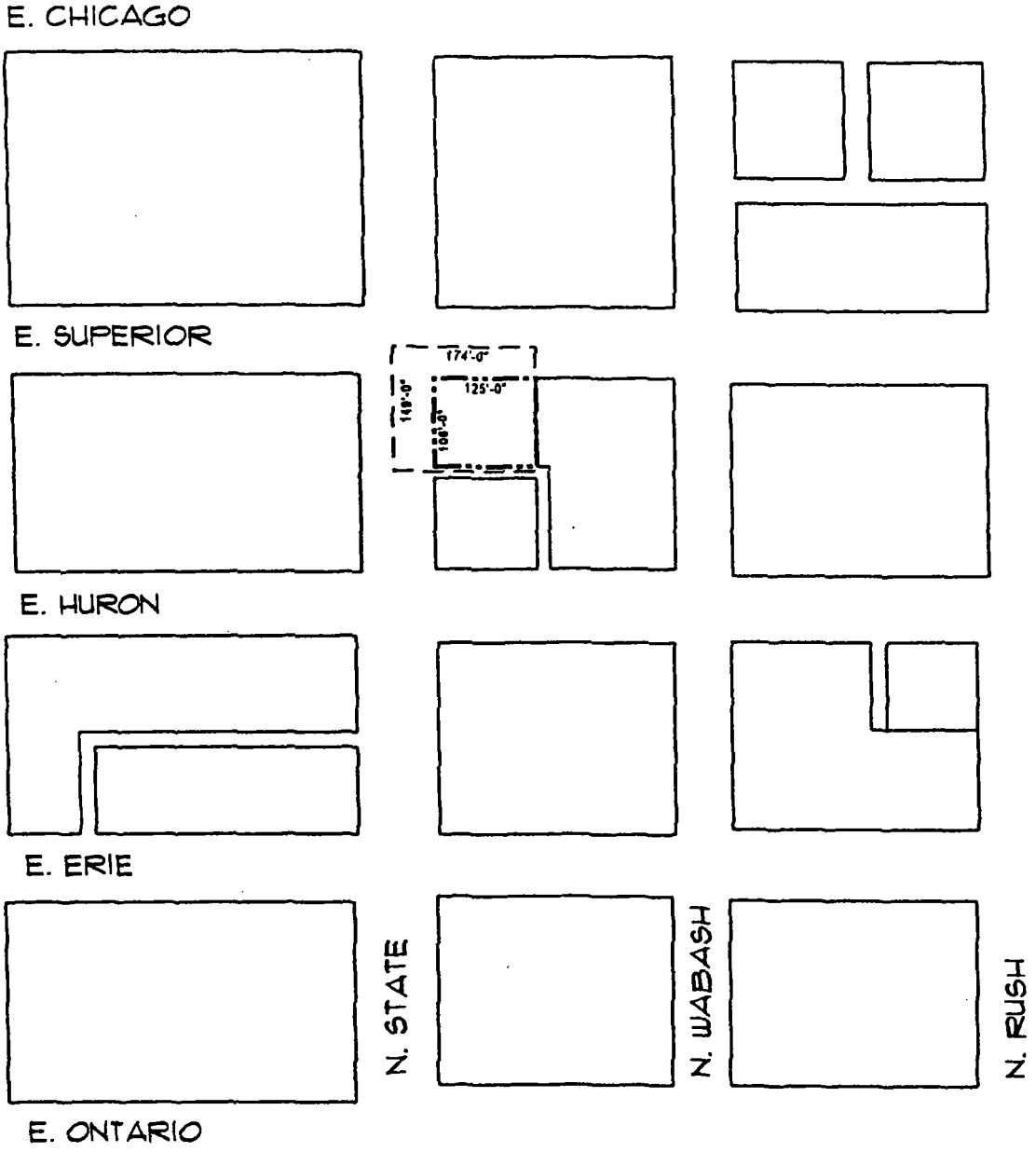
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Planned Development Number _____.

Bulk Regulations And Data Table.

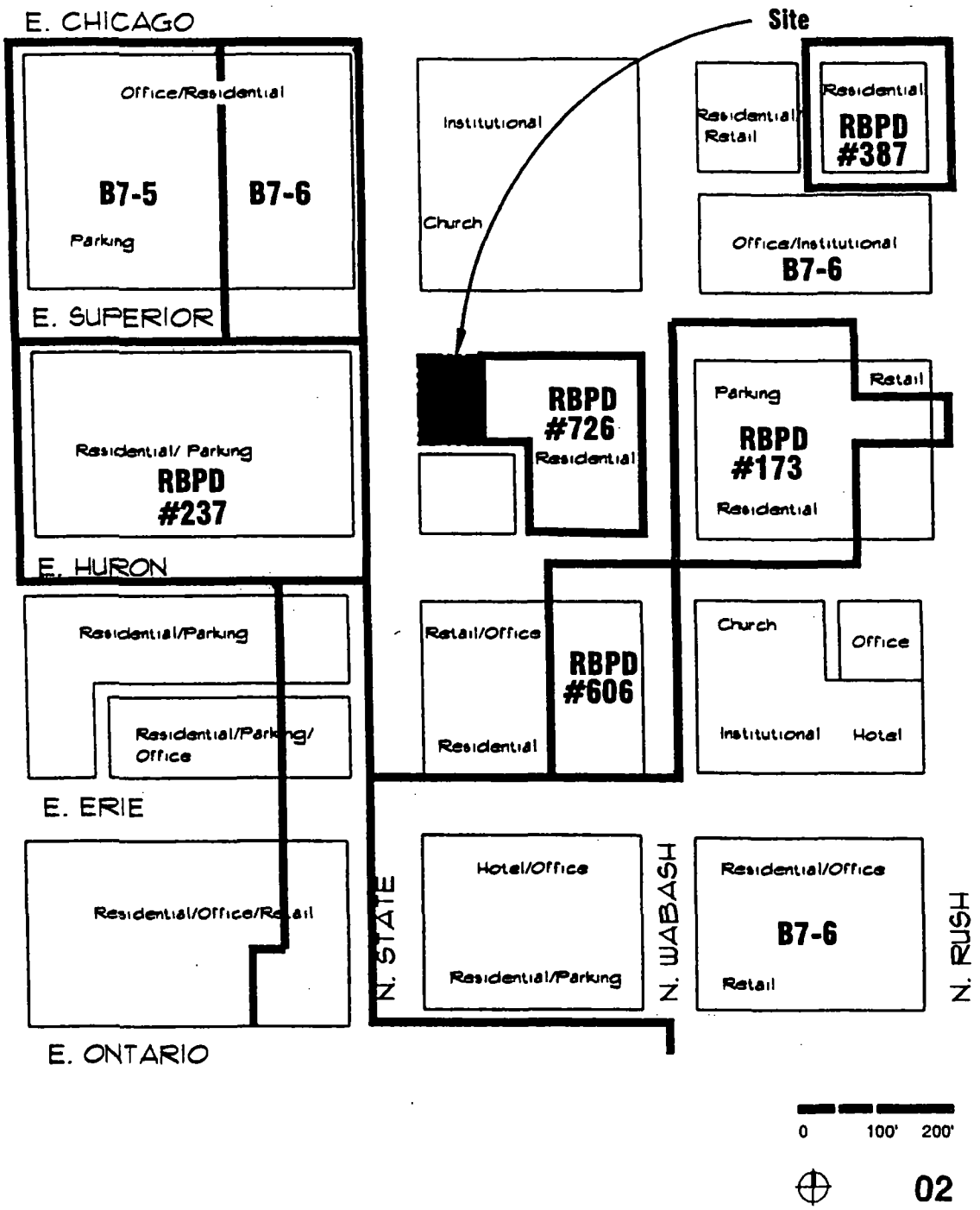
1.	Net Site Area:	13,253 square feet (approximately 0.30 acres)
2.	Maximum Floor Area Ratio:	18.43
	DX-12 Floor Area Ratio:	12.00
	Affordable Housing Bonus:	3.55
	Green Roof Bonus:	0.96
	Upper Level Setback Bonus:	1.92
3.	Maximum Number of Dwelling Units:	135
4.	Minimum Number of Off-Street Parking Spaces:	135
5.	Minimum Number of Off-Street Loading Spaces:	1
6.	Minimum Setbacks (upper level setbacks per plans):	
	North:	0 feet, 0 inches
	South:	2 feet, 0 inches
	East:	0 feet, 0 inches
	West:	407 feet, 0 inches
7.	Maximum Building Height:	407 feet, 0 inches

Planned Development Boundary
And Property Line Map.

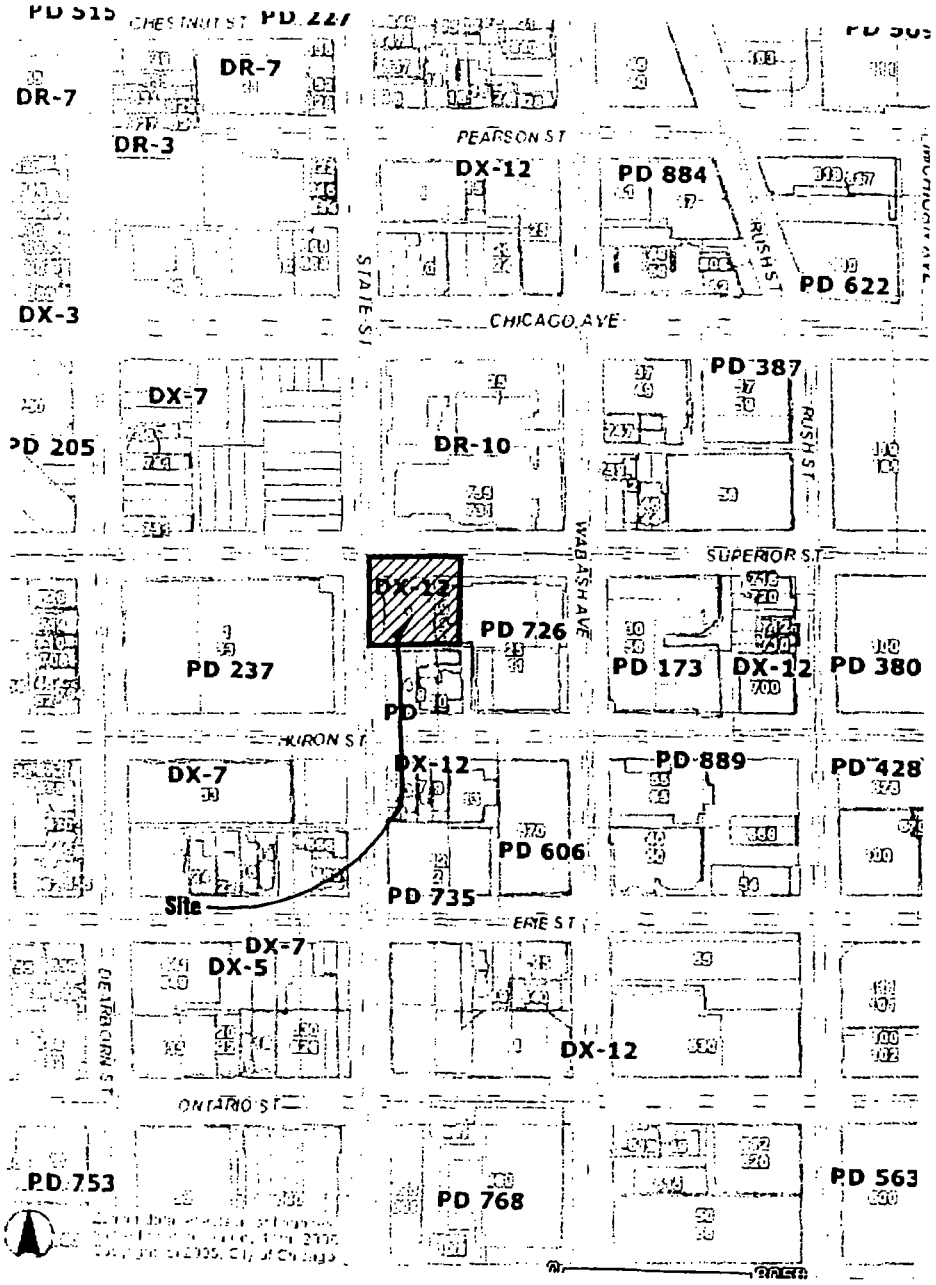


Legend:

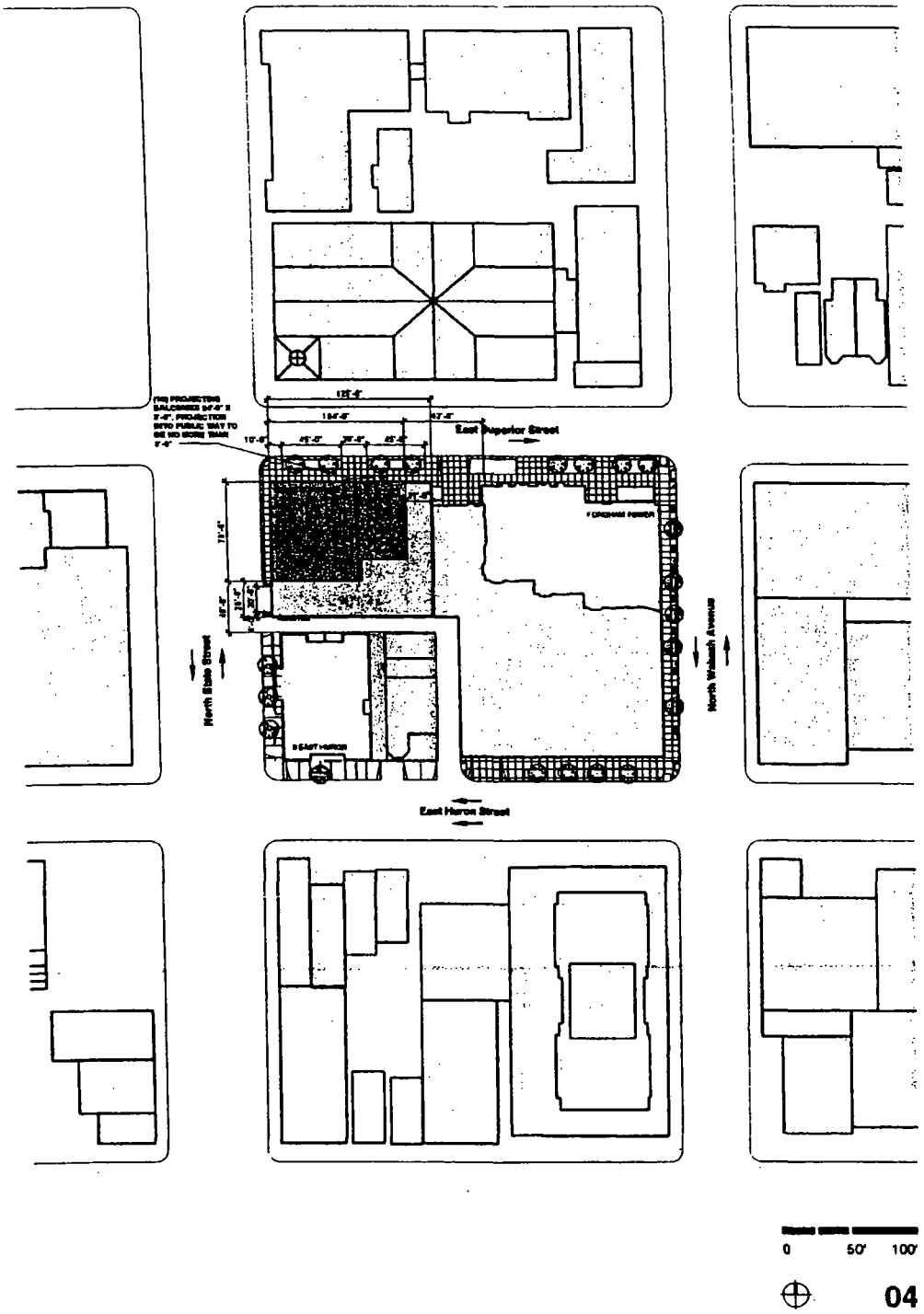
Existing Land-Use Map.



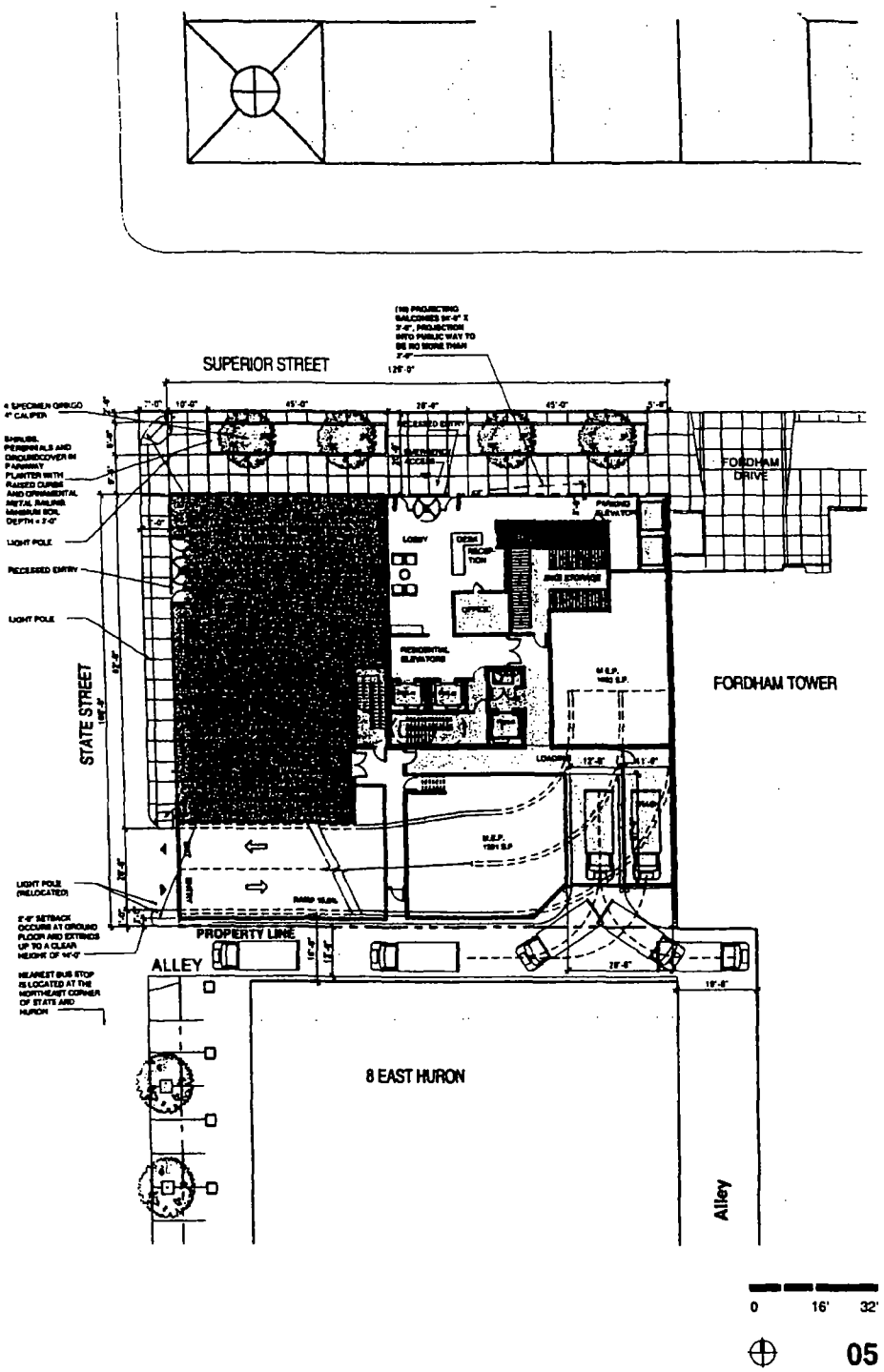
Existing Zoning Map.



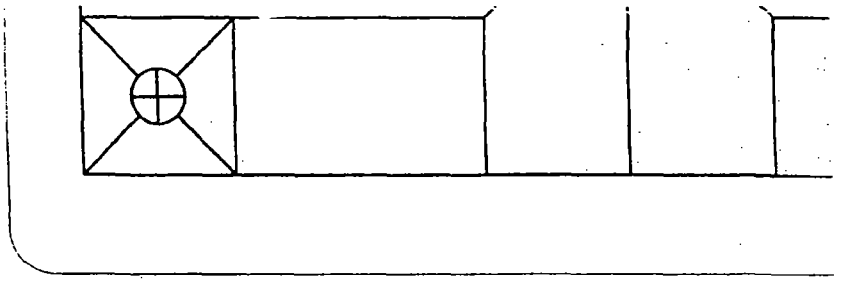
Site Plan.

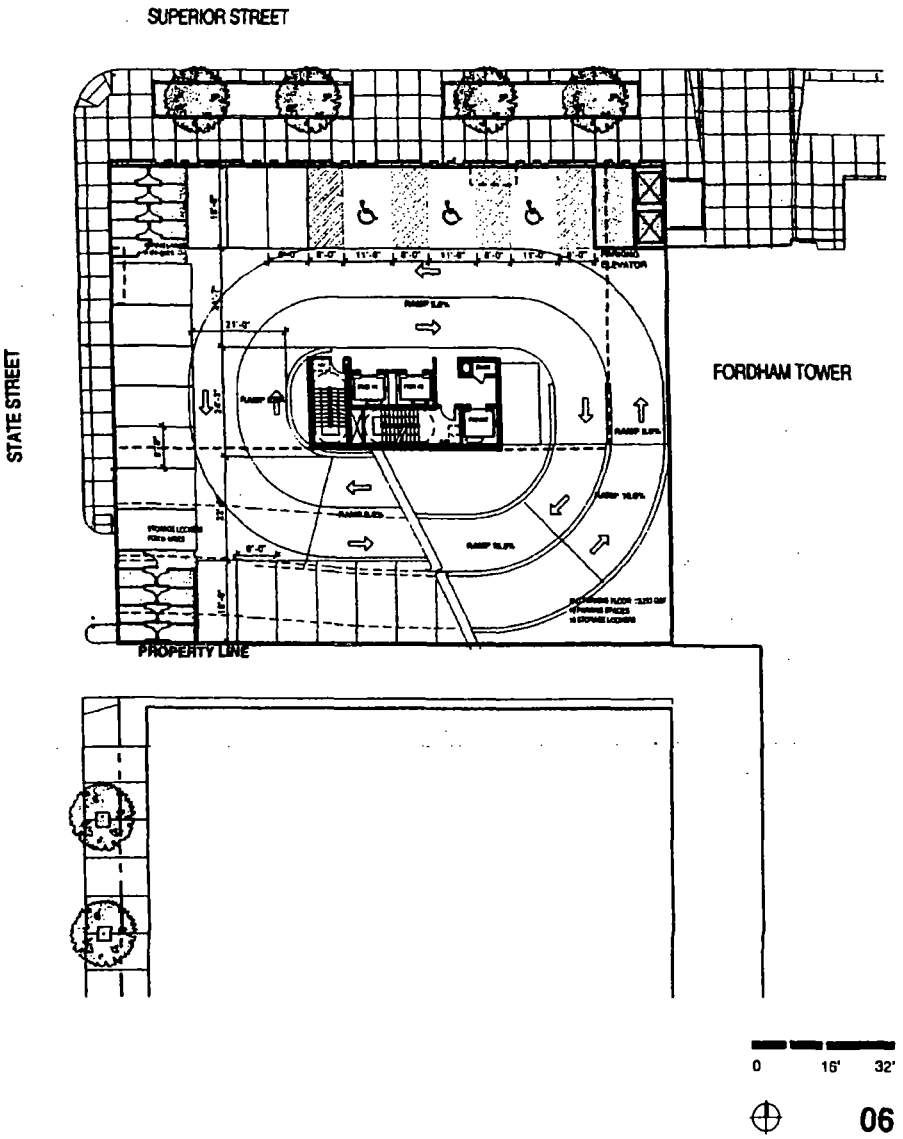

East Superior Street
North State Street
North Wabash Avenue
East Huron Street
0
50'
100'
04

First Floor/Landscape Plan.

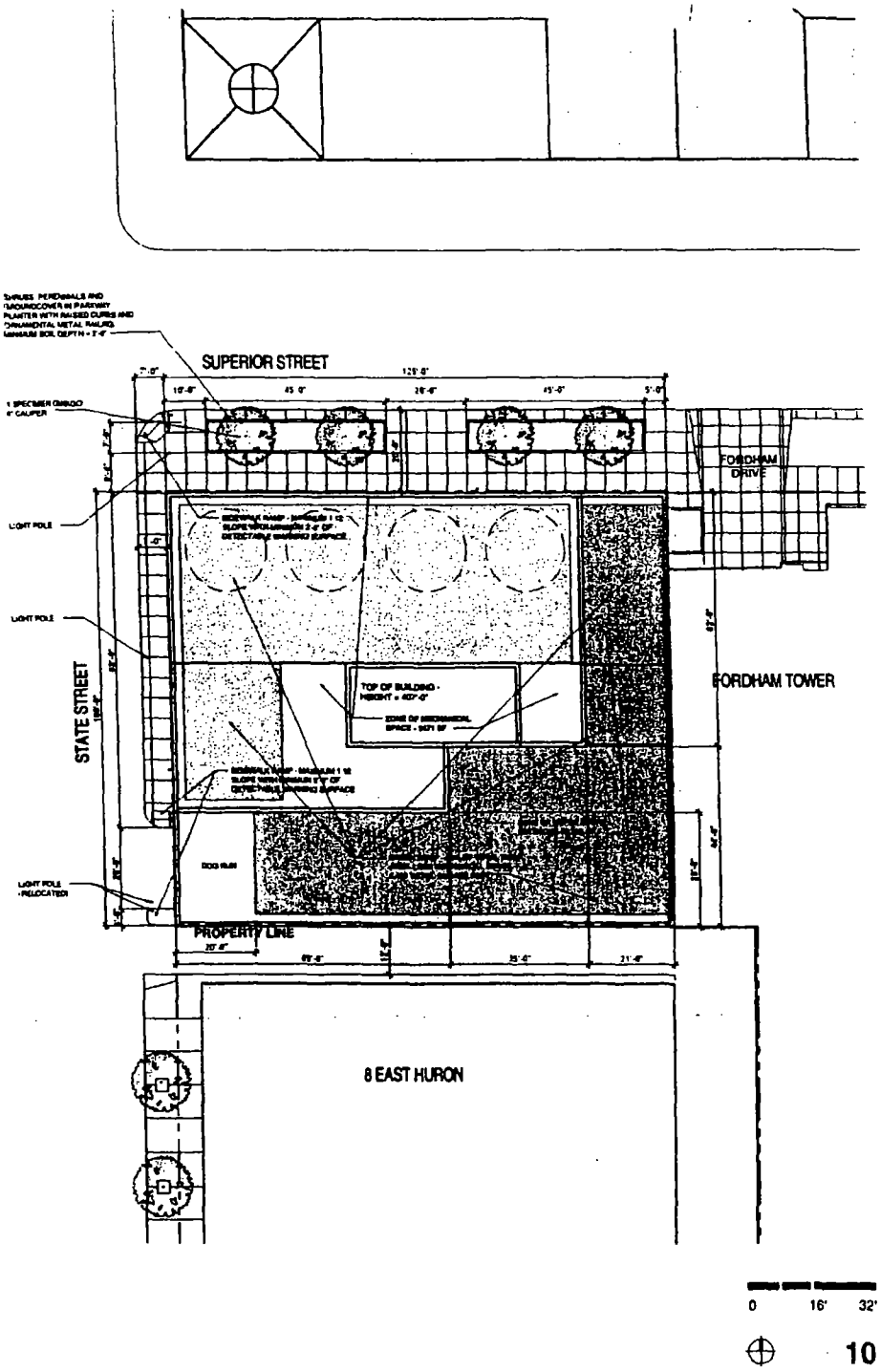


Second Floor Plan.

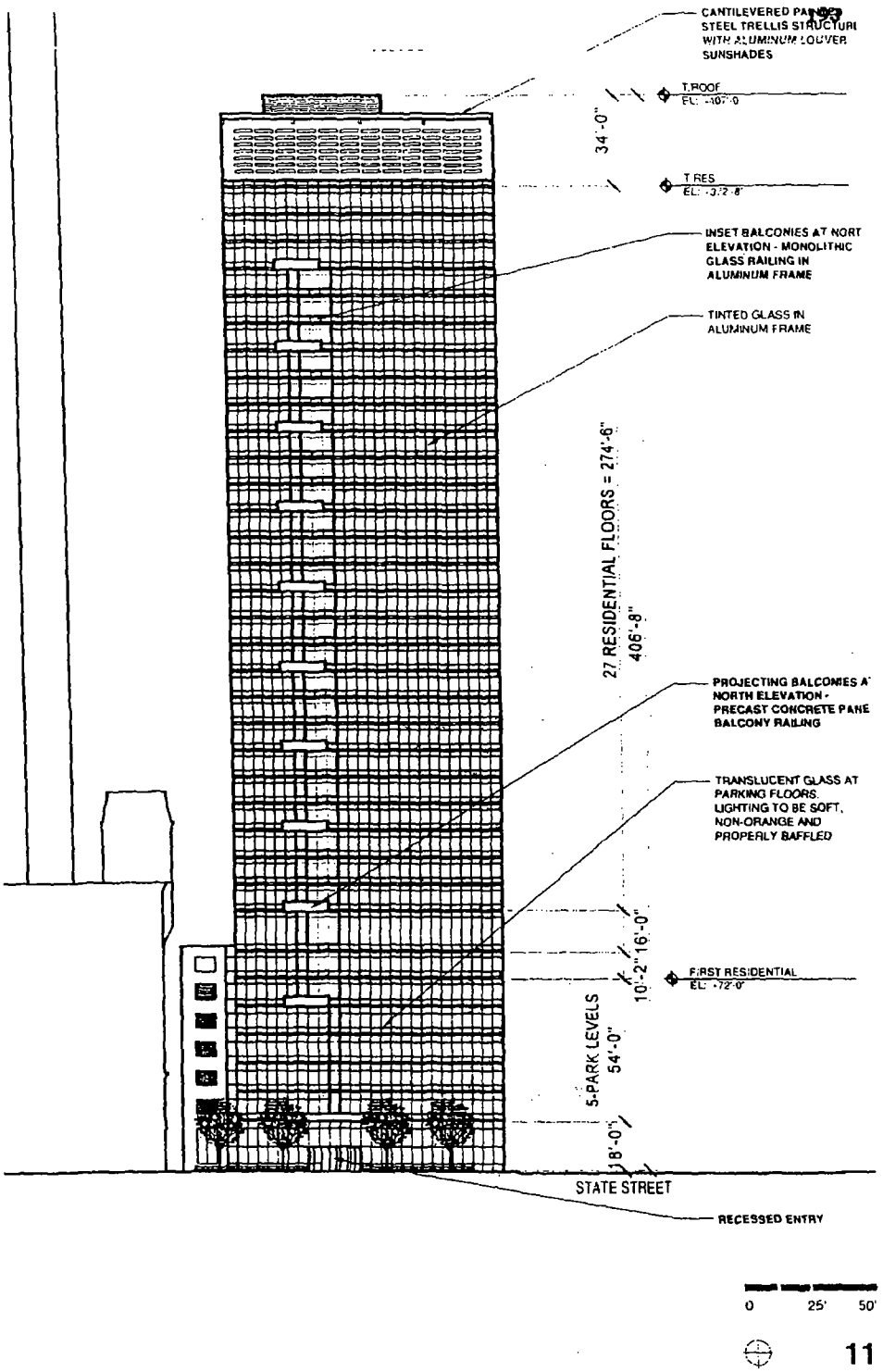




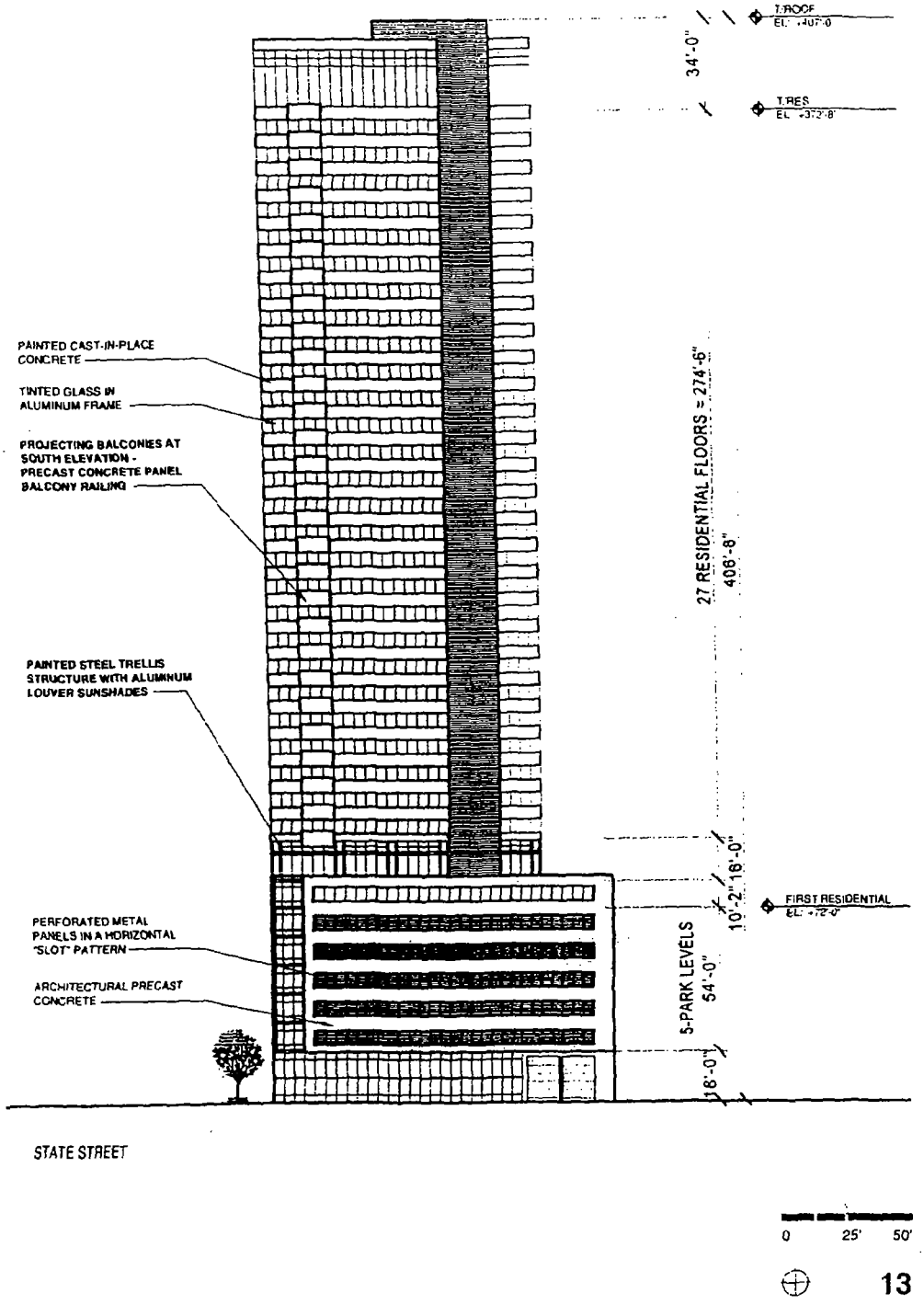
Green Roof Plan.



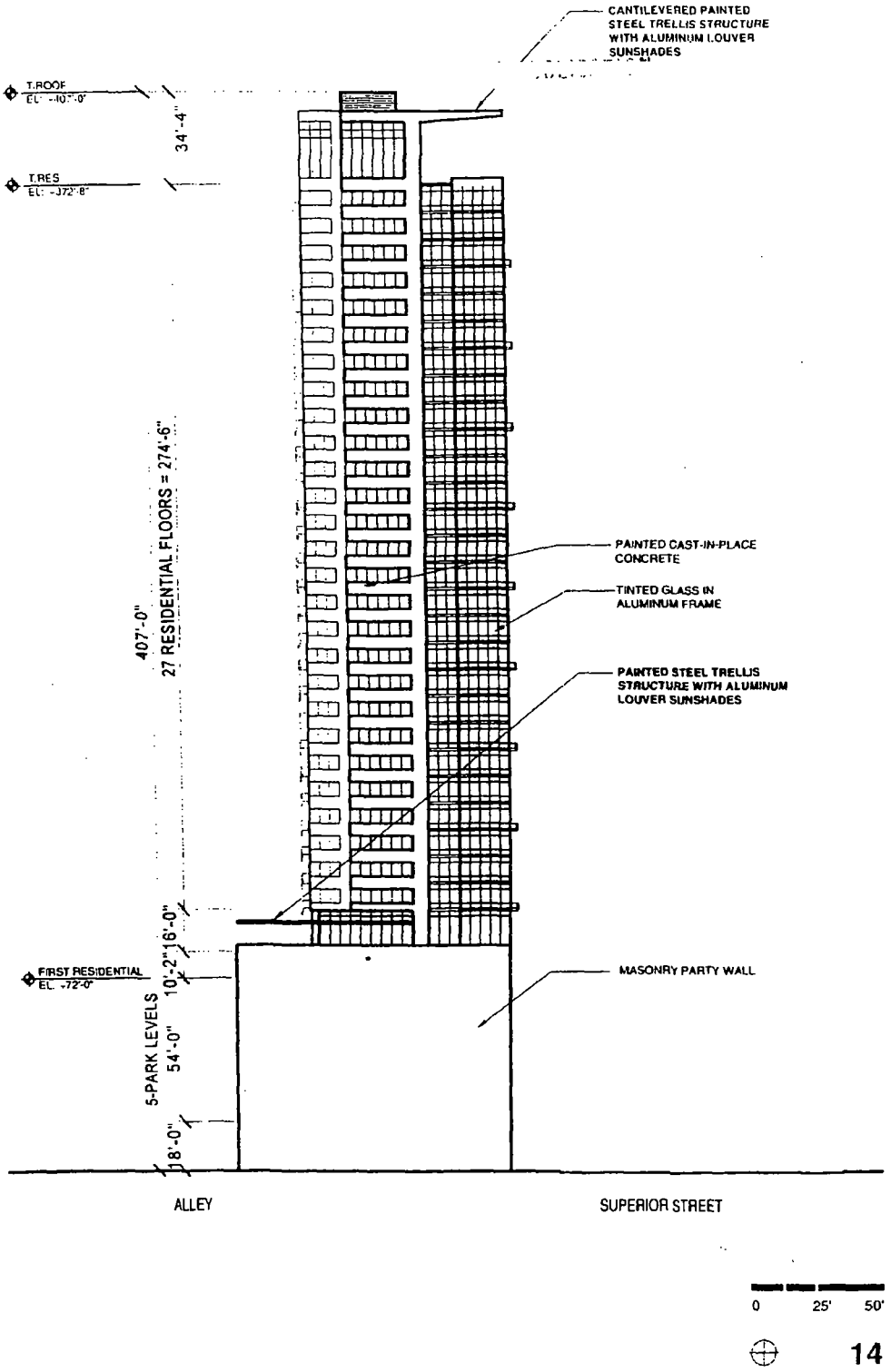
North Elevation.



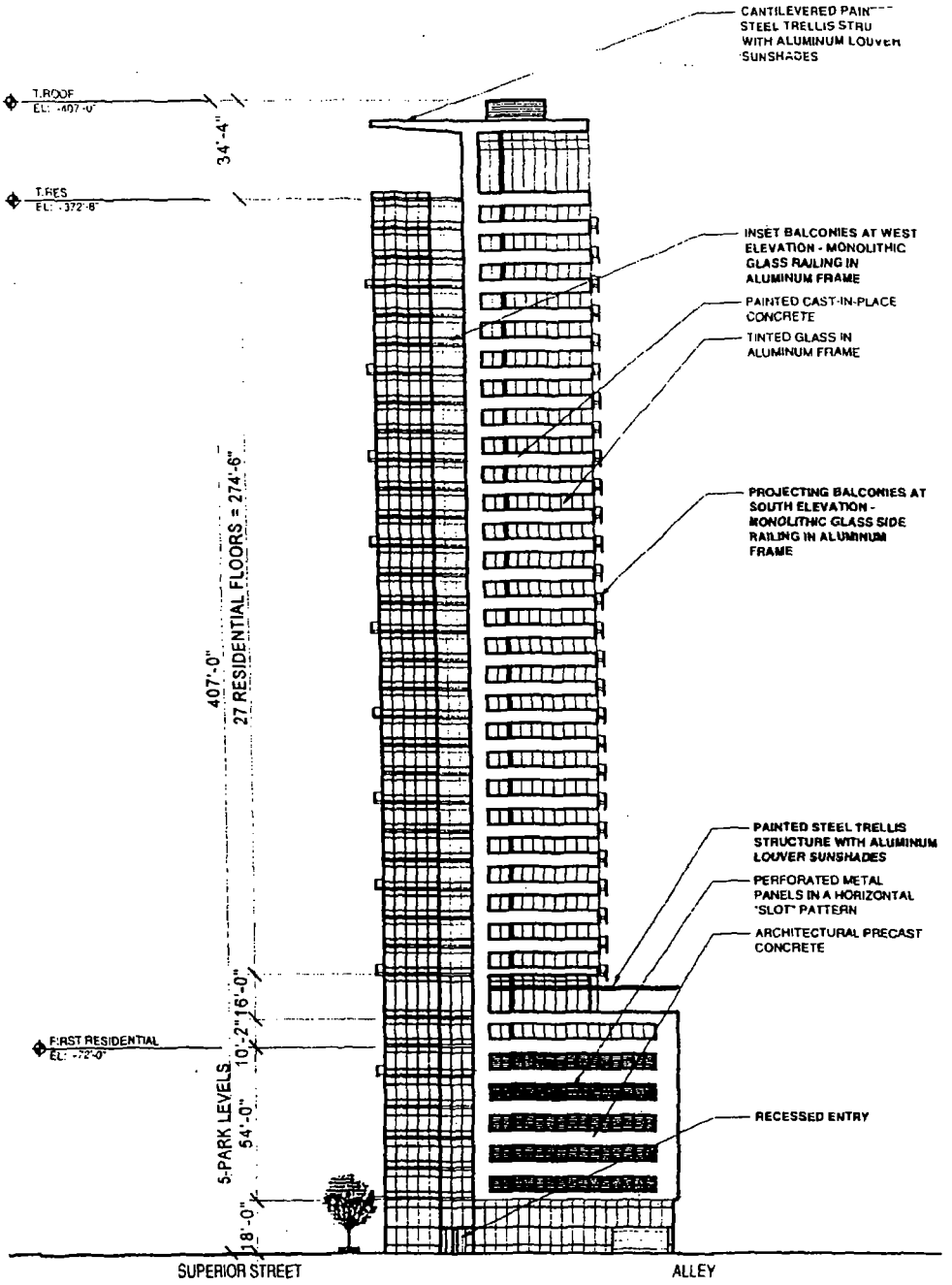
South Elevation.



East Elevation.

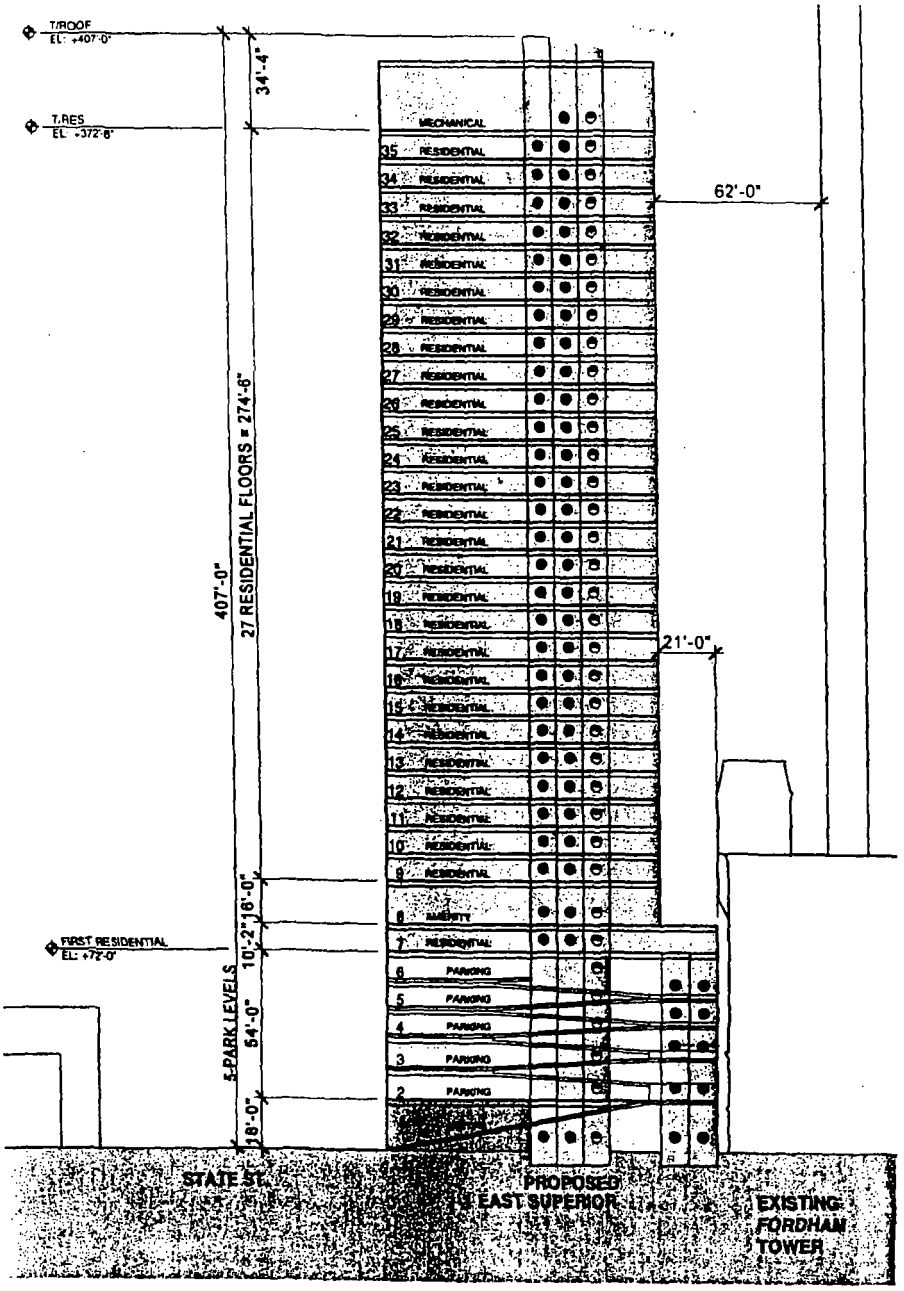


West Elevation.



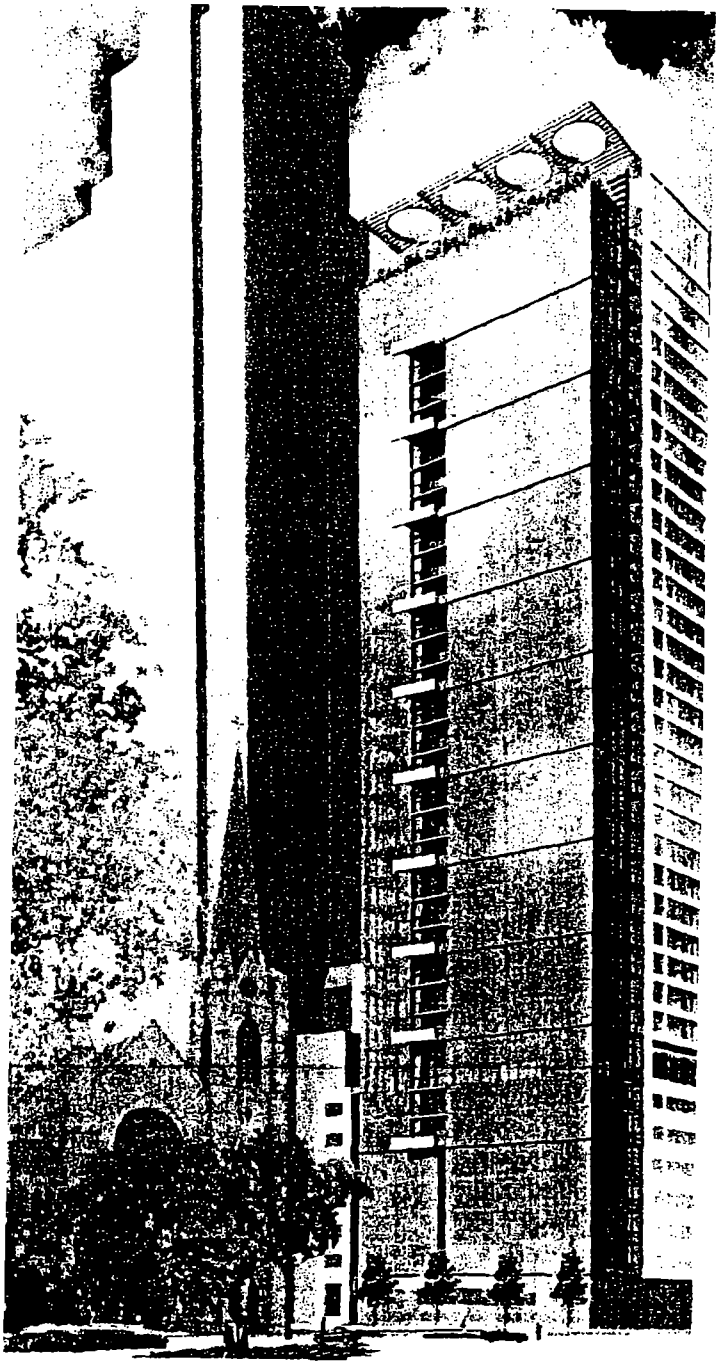
12

Building Section.



17

Building View.



Reclassification Of Area Shown On Map Number 3-F
(As Amended)
(Application Number 15769)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the DR-7 Downtown Residential District and DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 3-F in the area bounded by:

West Walton Street; North State Street; West Delaware Place; and North Dearborn Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development consists of approximately seventy-seven thousand ninety-seven (77,097) square feet (one and seventy-seven hundredths (1.77) acres) (the "Property") and is controlled by the applicant, State and Dearborn, L.L.C.

2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, then to the owners of record title to all of the Property and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made shall be under single ownership or under single designated control. An agreement among property owners, the board of directors or any property owners association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change. The applicant shall retain single designated control and shall be deemed to be the authorized party for any future amendment, modification or change until the applicant shall designate in writing the party or parties authorized to make application for any future amendment, modification or change.

4. This plan of development consists of these sixteen (16) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Surrounding Land-Use Plan; a Planned Development Boundary and Property Line Map; a Site Plan; a Landscape Plan; an Expanded Historical District Diagram; a Site Demolition Plan; a Green Roof Plan; a Plaza Level Plan; a Typical Garage Plan; a 2nd Floor Plan; a Ground Floor Plan; a B01 Garage Plan; a B02 Garage Plan; a B03 Garage Plan; the Existing Second and Third Floor Plans (Scottish Rite Cathedral); a Site Section ; and Building Elevations (North Elevation, South Elevation, East Elevation and West Elevation) dated November 16, 2006 prepared by Pappageorge/Haymes Architects. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.

5. The following uses shall be permitted within the area delineated herein as "Residential-Business Planned Development": all uses permitted in the DX-7 Downtown Mixed-Use District (with the exception of hotel uses) accessory and non-accessory parking and related uses.

6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development. Off-premises advertising signs are prohibited.

7. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standard for Work in the Public Way and in compliance with th Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.

9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of seven hundred fifty (750) square feet in a single location regardless of placement in the building, all rooftop floor area devoted to mechanical equipment irrespective of square footage, and all penetrations for elevators and stair shafts located entirely within the accessory parking garage and the rooftop mechanical system shall be excluded.

10. The improvements on the Property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Subject to the provisions of Section 17-4-1022 of the Chicago Zoning Ordinance, the Commissioner of the Department of Planning and Development, acting on behalf of the City of Chicago and the Commission on Chicago Landmarks is authorized to enter into an agreement with the applicant, the owners of the Property, and the owner(s) of the landmark property commonly known as the "Scottish Rite Cathedral" (the "Landmark Project") regarding the manner in which the funds for the renovation work in the Landmark Project relating to the Adopt-A-Landmark Bonus as approved by the Commission on Chicago Landmarks will be used. The agreement shall be in a form approved by the Corporation Counsel and shall be executed and submitted to the Department of Planning and Development as part of the Part II submission for the first high-rise building to be constructed at the Property. The terms and conditions of the Landmark Project Scope of the Work and Budget may be modified administratively by the Commissioner of the Department of Planning and Development in accordance with the provisions of Statement 13 of this planned development. Upon completion

of the work related to the Landmark Project, the applicant shall apply to the Commission on Chicago Landmarks for the issuance of a Certificate of Completion of the Landmark Project. The applicant shall provide written notice of said application to the Commission on Chicago Landmarks to the Office of the Zoning Administrator, the Department of Law, and the Department of Planning and Development. The work related to the Landmark Project must be completed and a Certificate of Completion of the Landmark Project must be obtained from the Commission on Chicago Landmarks prior to the issuance of the Certificate of Occupancy for the first high-rise building to be constructed at the Property.

11. (a) Demolition. The applicant shall be entitled to demolish the portions of the existing buildings as depicted and indicated on the Site Demolition Plan contingent upon an engineer's report to be reviewed and accepted by the Commission on Chicago Landmarks. The report shall assess the impact of the demolition on the structural integrity of the historic buildings and structures to remain, including any recommended protection or stabilization measures. The permit for any demolition work shall also be contingent upon, and subject to the review and approval of the Commissioner of the Department of Planning and Development, a plan and implementation schedule for the following: (i) the relocation and replacement with working systems of the heating, ventilation, air conditioning (existing capacities), gas, hot water and electrical service for the Scottish Rite Cathedral; (ii) providing an approved ingress and egress path from the southeast corner stairwell of the Scottish Rite Cathedral upon completion of the permitted demolition work; (iii) a plan and implementation schedule for the repair of the south facade of the cathedral building, the north facade of the Carpenter House, and the portion of the two (2) story connector along Dearborn Street between the buildings to remain, and, (iv) a plan and implementation schedule for either temporary or permanent repairs to enclose and protect the rear portions of the Carpenter House and Taylor House upon completion of the demolition.

(b) Historic Buildings. The Scottish Rite Cathedral, the Carpenter House, the facade of the two (2) story connector along Dearborn Street between these two (2) buildings, the Taylor House, and the Thompson House, including the coach house and the masonry south wall connecting it to the house, shall all be retained and preserved. Any excavation, foundation or other work related to the construction of the new residential towers shall be contingent upon an engineer's report to be reviewed and accepted by the Commission on Chicago Landmarks. The report shall assess the impact of the work on the structural integrity of the adjacent historic buildings and structures to remain, including any recommended protection or stabilization measures during construction. Subject to the review and approval of the Commissioner of the Department of Planning

and Development, the applicant shall be permitted to make modifications and construct additions to the east elevations of the Taylor House and the Carpenter House, including breezeway connections to the garages of said homes. Additionally, no side yard or rear yard setbacks shall be required for any of the single-family homes. Permitted materials for the additions shall include masonry brick, stone (both natural and man-made), pre-cast concrete, metal, glass and glass products. There shall be no restrictions on the size of the window openings or amounts of glass and glass products used in constructing the additions. The heights and volumes of the additions shall not exceed those heights and volumes indicated on the Site Plan and Site Section. The applicant shall also be allowed, subject to the review and approval of the Commissioner of the Department of Planning and Development and the Commission on Chicago Landmarks, to construct additional window openings along the east elevation of the Thompson House.

(c) Landmark Designation. The applicant, and its successors and assigns, shall consent to amending the Washington Square District landmark designation to: (i) revise the district boundaries as depicted and indicated on the Expanded Historical District Diagram, and (ii) identify the significant historical and architectural features of the district as all exterior elevations, including rooflines. The consent shall be provided at the request of, and in a form acceptable to, the Commission on Chicago Landmarks. At the determination of the Commissioner of the Department of Planning and Development at the same or different time as amending the Washington Square District designation identified above in this Statement, the applicant, and its successors and assigns, shall also consent to the inclusion of the second (2nd) floor sanctuary interior of the Scottish Rite Cathedral, as depicted and indicated on the Existing Second (2nd) and Third (3rd) Floor Plans (Scottish Rite Cathedral) and including the historic pipe organ, either as part of (i) the Washington Square District landmark designation or (ii) a covenant for the purposes of protecting the sanctuary interior and requiring any future changes thereto to be reviewed and approved by the Commission on Chicago Landmarks. The Commissioner of the Department of Planning and Development is authorized to enter into such a covenant with the applicant, and its successors and assigns.

(d) Donation Of Scottish Rite Cathedral. Prior to a donation of the Scottish Rite Cathedral to a donee, the applicant, and its successors and assigns, shall inform the Commissioner of the Department of Planning and Development of the identity of the donee. Said Commissioner shall be authorized in her discretion, reasonably exercised, to accept or reject the proposed donee. Said Commissioner shall be entitled to impose conditions upon the conveyance including, but not limited to, a requirement that the donee complete within a reasonable time any work required under the

provisions of the Chicago Building Code for occupancy of the Scottish Rite Cathedral. The applicant, and its successors and assigns, shall maintain and keep secure the cathedral building, including heating the building, until such time as it is transferred to the donee.

(e) Easement. The applicant, and its successors and assigns, shall record an easement for the benefit of the Scottish Rite Cathedral property which provides for use by the Scottish Rite Cathedral property owner of the common driveway area, loading dock, loading area and the trash room of the tower building depicted in the Ground Floor Plan.

12. The permitted Floor Area Ratio identified in the Bulk Regulations and Data Table has been determined using a Net Site Area of seventy-seven thousand ninety-seven (77,097) square feet (one and seventy-seven hundredths (1.77) acres), a base Floor Area Ratio of 7.00 and additional Floor Area Ratio for a series of proposed amenities, as follows:

Description	Floor Area Ratio
Base Floor Area Ratio	7.00
Adopt-A -Landmark	1.40
Affordable Housing	1.75
Total Floor Area Ratio:	10.15

The calculation of the additional Floor Area Ratio obtained through the series of proposed amenities is as follows:

Adopt-A-Landmark.

Restoration and renovation work and budget as approved by the Commission on Chicago Landmarks.

Bonus Floor Area Ratio = 7 x 0.20 = 1.40 Floor Area Ratio

1.40 x 77,097 = 107,935 square feet

107,935 square feet x $25.00 per square foot x 0.80 = $2,158,700.00 contribution

Affordable Housing.

Bonus Floor Area Ratio = 7 x 0.25 = 1.75 Floor Area Ratio

1.75 x 77,097 = 134,919.25 square feet

134,919.25 square feet x $25.00 per square foot x 0.80 = $2,698,385.00 contribution

The applicant, its successors or assigns, shall contribute the amount of Two Million Six Hundred Ninety-eight Thousand Three Hundred Eighty-five and no/100 Dollars ($2,698,385.00) to the City of Chicago's Affordable Housing Opportunity Fund prior to the issuance of the "Part II Approval" for the construction of the first high-rise building contemplated in this planned development.

13. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

14. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the Property in a manner generally consistent with the Leadership in Energy and Environmental Design Green Building Rating System ("L.E.E.D."). The applicant agrees to provide a twenty-five percent (25%) green roof equaling approximately sixteen thousand forty-six (16,046) square feet of net useable roof area. The applicant agrees to provide an outdoor dog run of approximately two hundred (200) square feet to be located as depicted on the second (2nd) Floor Plan.

15. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all

buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permit shall be granted by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement proposed to be constructed pursuant to the permit.

16. Unless either construction of the required renovation work to the facades of the Scottish Rite Cathedral pursuant to Statement 10 has commenced within six (6) years following adoption of this planned development, and completion of the facade renovation work is thereafter diligently pursued, or unless substantial construction of one (1) of the two (2) high-rise buildings contemplated in this planned development has commenced within six (6) years following adoption of this planned development, and completion upon one (1) of the two (2) high-rise buildings is thereafter diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to the pre-existing DR-7 Downtown Residential District and DX-7 Downtown Mixed-Use District. At the time of reversion, if the applicant has previously expended funds pursuant to the Adopt-A-Landmark or Affordable Housing F.A.R. Bonus provisions of Statement 11, then said F.A.R. bonuses will be added to the underlying F.A.R. of the Property.

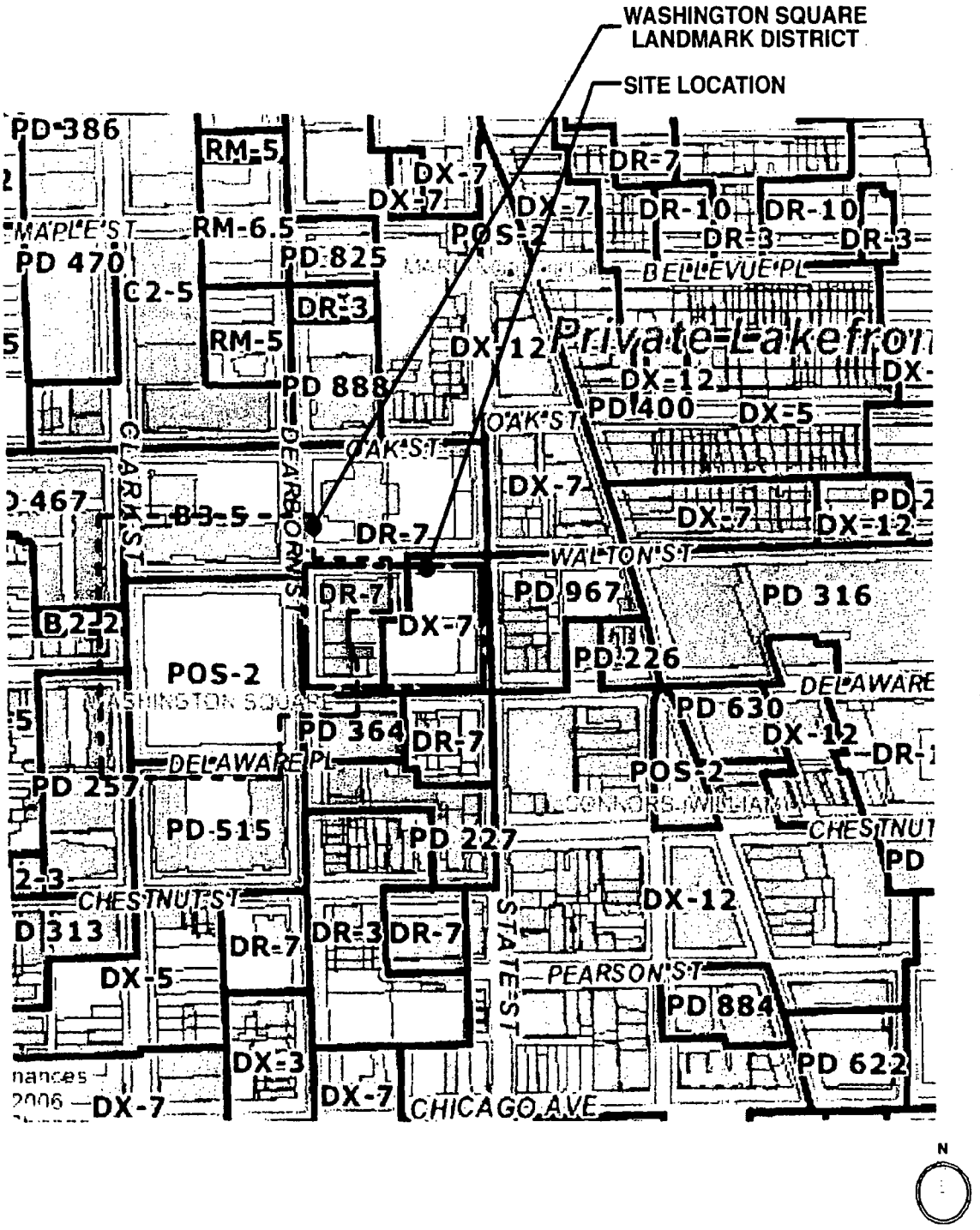
[Existing Zoning Map; Surrounding Land-Use Map; Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; Expanded Historical District Diagram; Site Demolition Plan; Green Roof Plan; Plaza Level Plan; Garage Plans; Floor Plans; Site Section Drawings; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 95486 through 95506 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

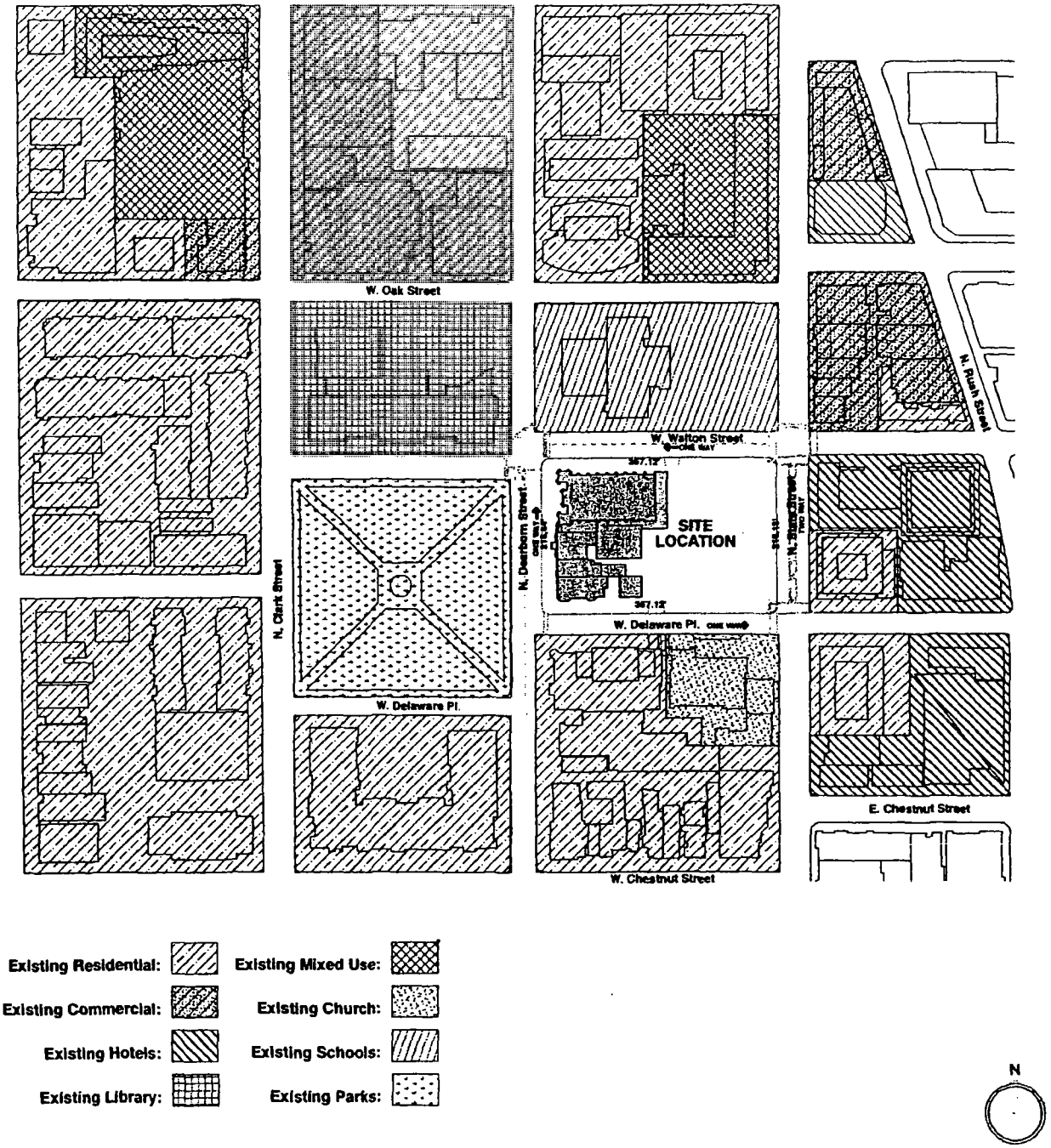
Bulk Regulations And Data Table.

	Total
Net Site Area (square feet):	77,097
Net Site Area (acre):	1.77
Gross Site Area (square feet):	124,574
Gross Site Area (acre):	2.86
Base Floor Area Ratio:	7.00
Adopt-A-Landmark Bonus:	1.40
Affordable Housing Bonus:	1.75
Maximum Floor Area Ratio:	10.15
Minimum Number Off-Street Parking:	1 to 1 Per Dwelling Unit
Maximum Number Non-Accessory Parking:	50
Maximum Number Dwelling Units:	453
Maximum Permitted Building Height Tower 1:	360 feet, 0 inches to top of parapet
	350 feet, 0 inches underside of mechanical ceiling
	326 feet, 2 inches Highest Residential Ceiling
Maximum Permitted Building Height Tower 2:	410 feet, 0 inches to top of parapet 400 feet, 0 inches underside of mechanical ceiling 376 feet, 2 inches Highest Residential Ceiling
Maximum Site Coverage:	Per approved Site Plan
Minimum Periphery Setbacks:	Per approved Site Plan

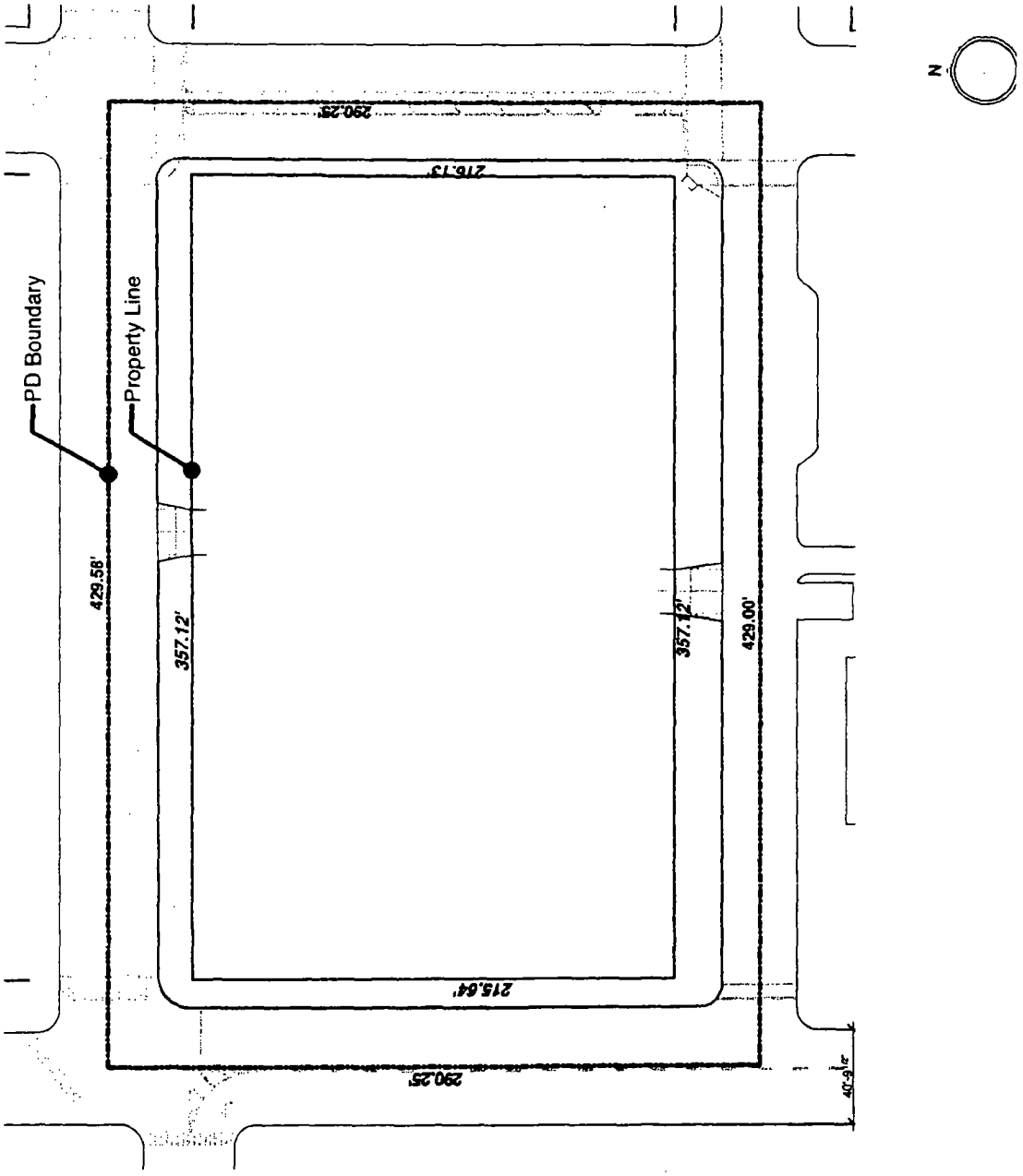
Existing Zoning Map.



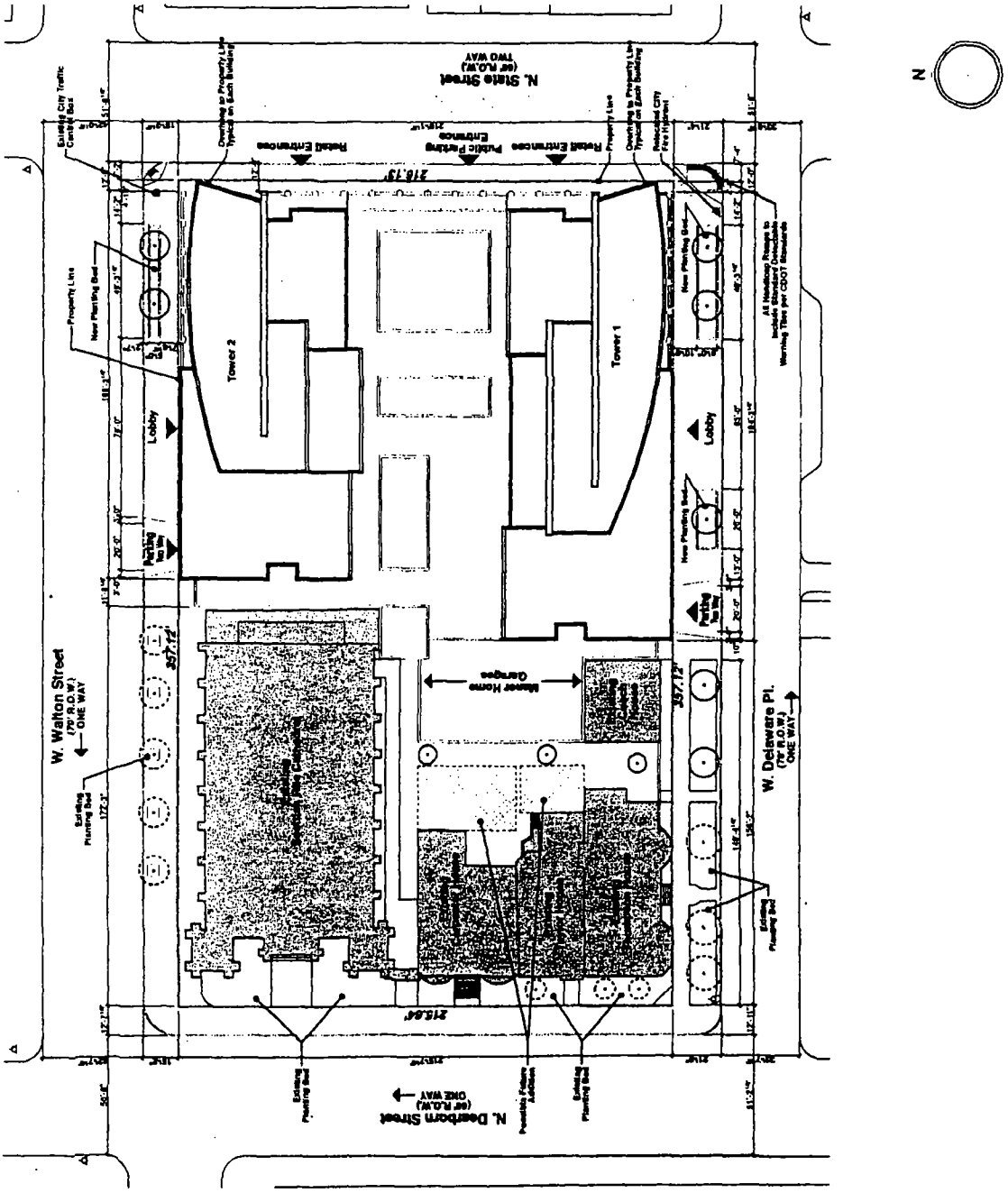
Surrounding Land-Use Map.



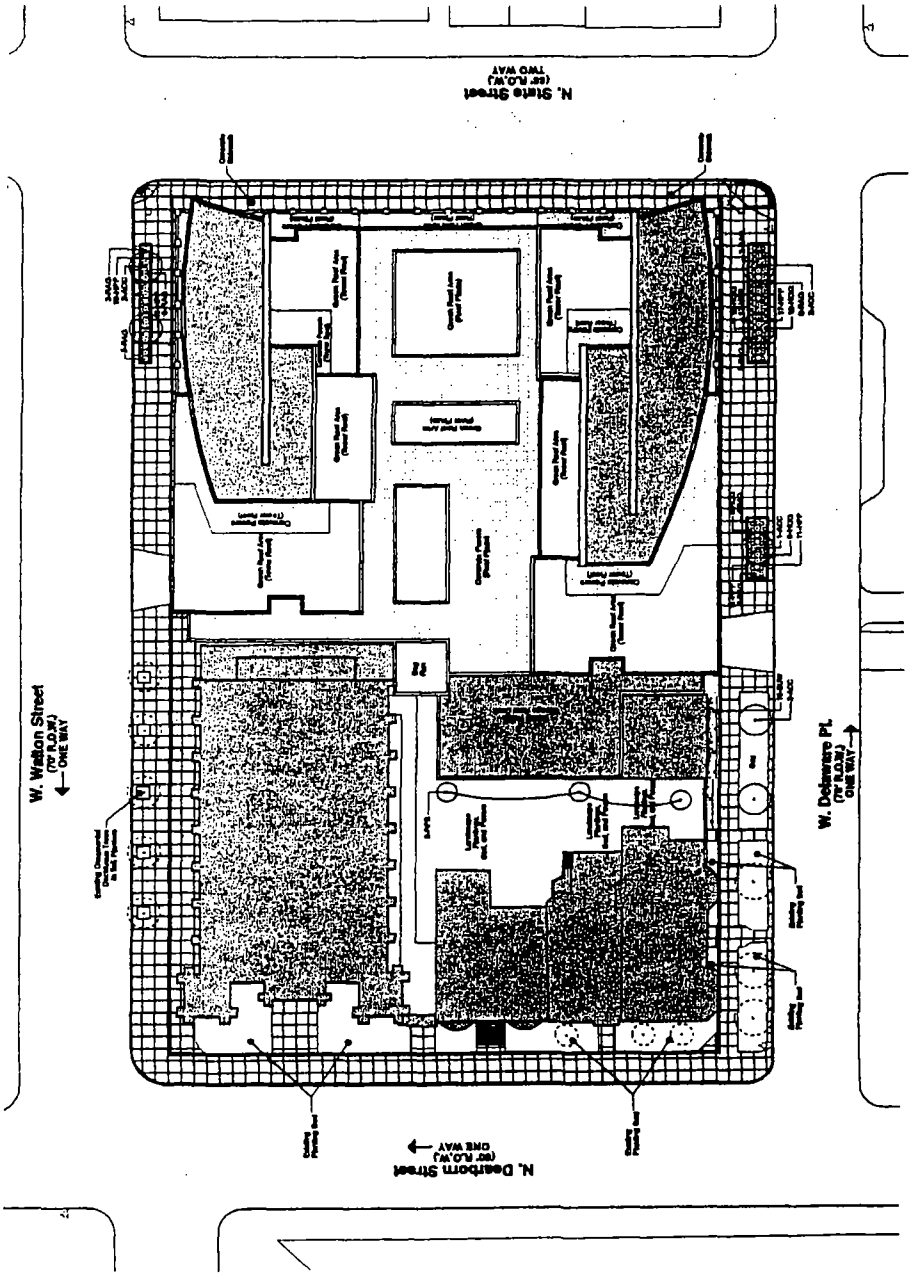
Planned Development Boundary
And Property Line Map.



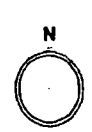
Site Plan.


N. State Street
(66' R.O.W.)
TWO WAY
Retail Entrance
Public Parking Entrance
Retail Entrance
216.13'
Tower 2
Tower 1
Lobby
Lobby
Parking Two Way
Parking Two Way
Property Line
New Planting Bed
Existing City Traffic Control Box
Overhang to Property Line Typical on Each Building
Property Line
Overhang to Property Line Typical on Each Building
Relocated City Fire Hydrant
All Handicap Ramps to Include Standard Detectable Warning Tiles per CDOT Standards
Manor Home Garages
357.12'
357.12'
215.64'
W. Walton Street
(70' R.O.W.)
ONE WAY
W. Delaware Pl.
(70' R.O.W.)
ONE WAY
N. Dearborn Street
(66' R.O.W.)
ONE WAY
Existing Planting Bed
Existing Planting Bed
Existing Planting Bed
Existing Planting Bed
Existing Planting Bed
Existing Planting Bed
Pumpkin Fixture Addition
N

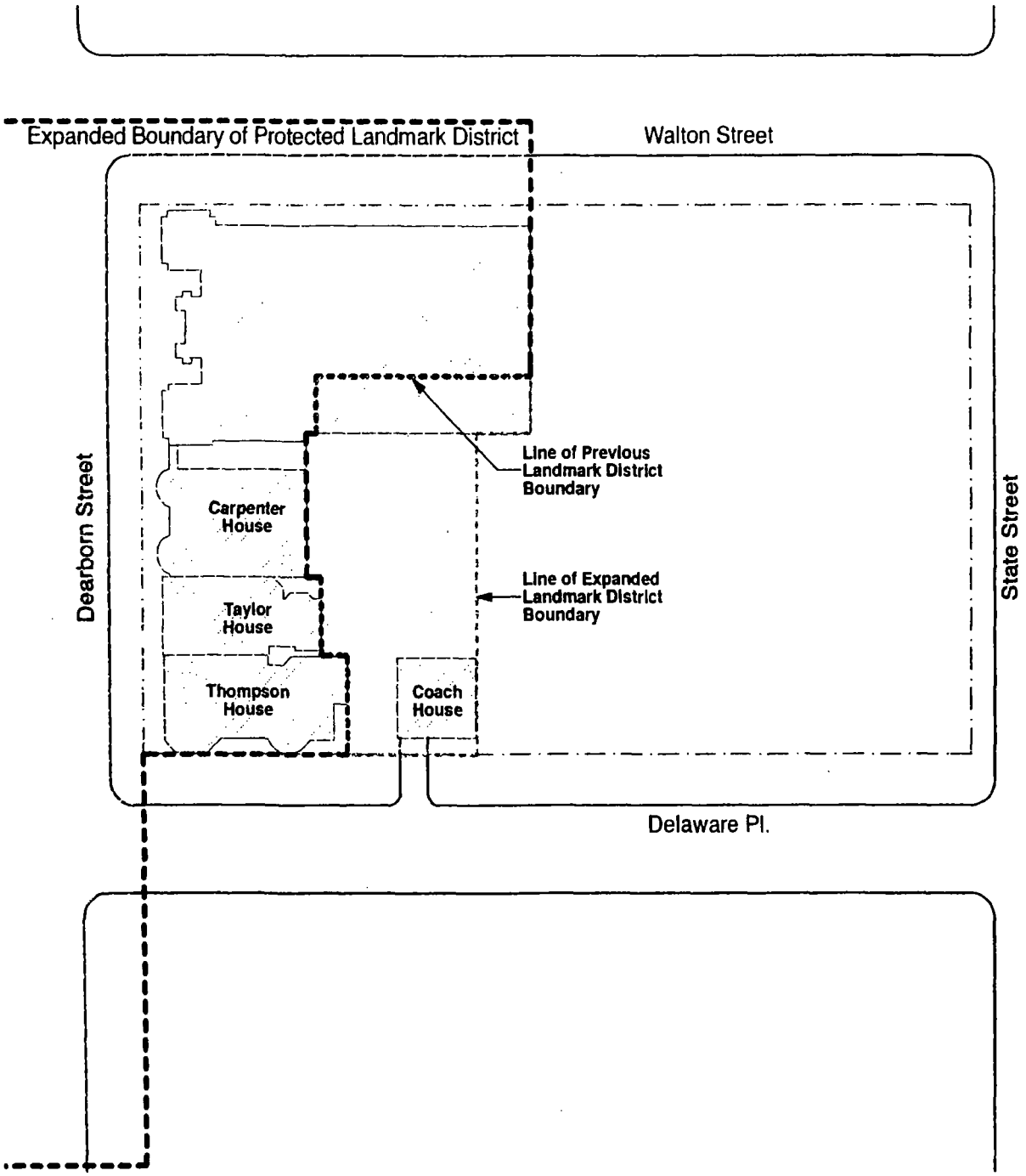
Landscape Plan.



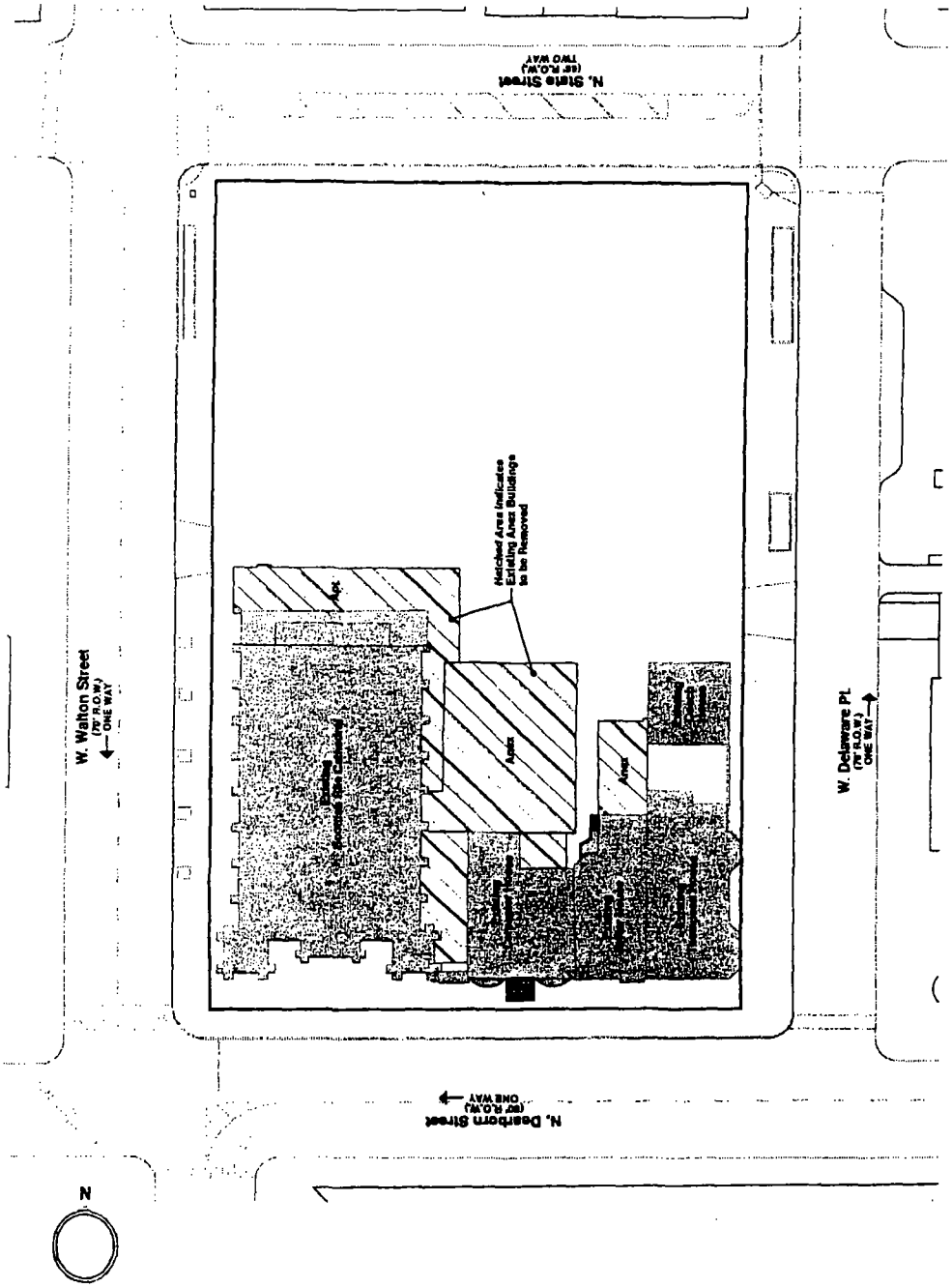
PRELIMINARY PLANT LIST						
Key	Botanical Name	Common Name	Size	Spacing	Quantity	Notes
Shade Trees						
RPB	Robinia Pseudoacacia 'Bergamini'	Chicago Blues Black Locust	2.5" Cal	See Plans	3	B&B
Ornamental Trees						
ACC	Ulmus Carpindolia Morton	Accolade Elm	4" Cal	See Plans	6	B&B
Deciduous Shrubs						
RAG	Rhus Aromatica 'Gro-Low'	Fragrant Sumac 'Gro-Low'	24" Ht.	30" O.C.	41	
Evergreen Shrubs						
RUW	Rhus 'Wilson II'	Northern Gleam Boxwood	24" Ht.	30" O.C.	18	
Perennials						
HDG	Hosta 'Guacamole'	Guacamole Hosta	1 Ga.	20" O.C.	56	
HPP	Heuchera X 'Palace Purple'	Palace Purple Coral Bells	1 Ga.	18" O.C.	94	



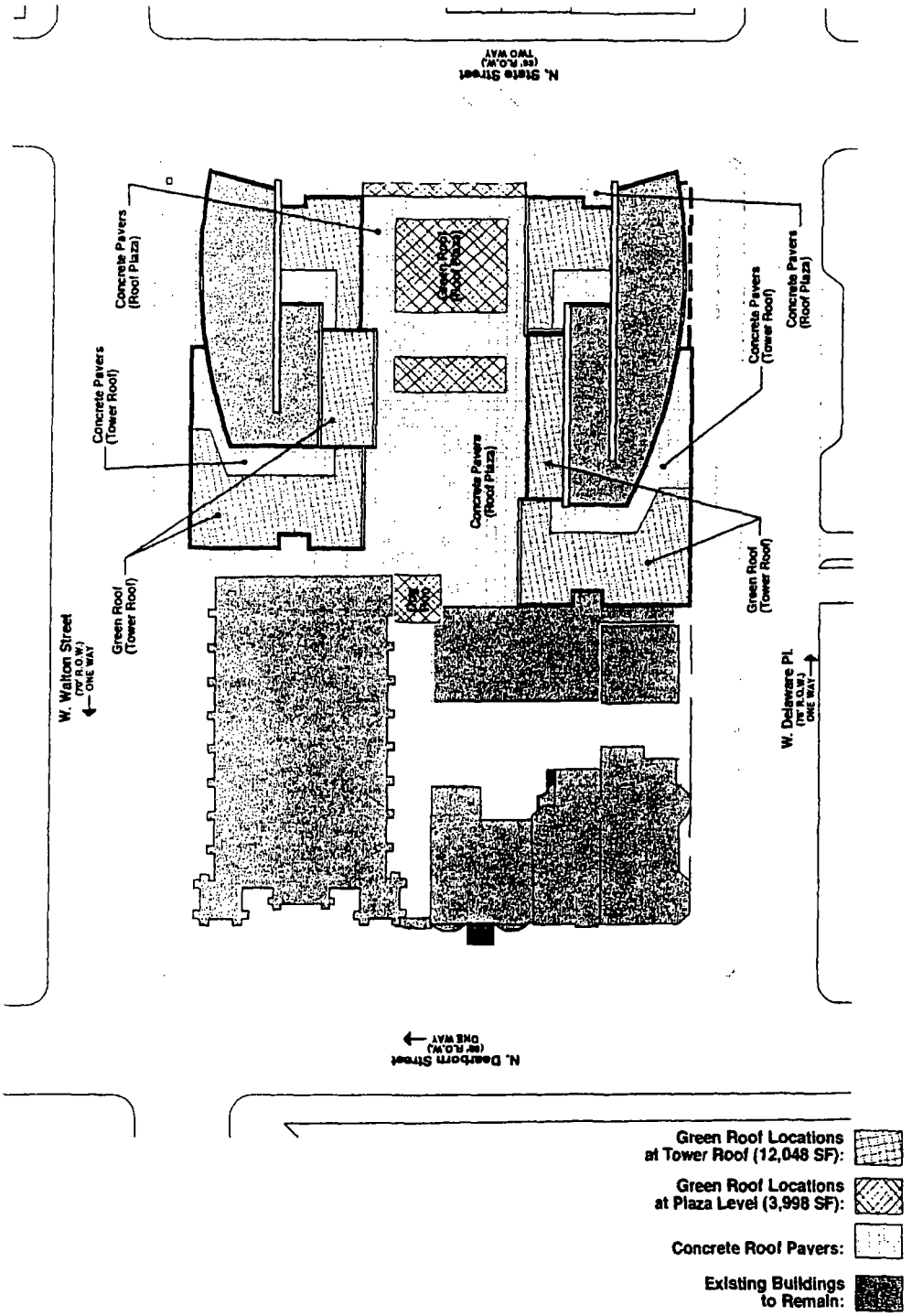
Expanded Historical District Diagram.



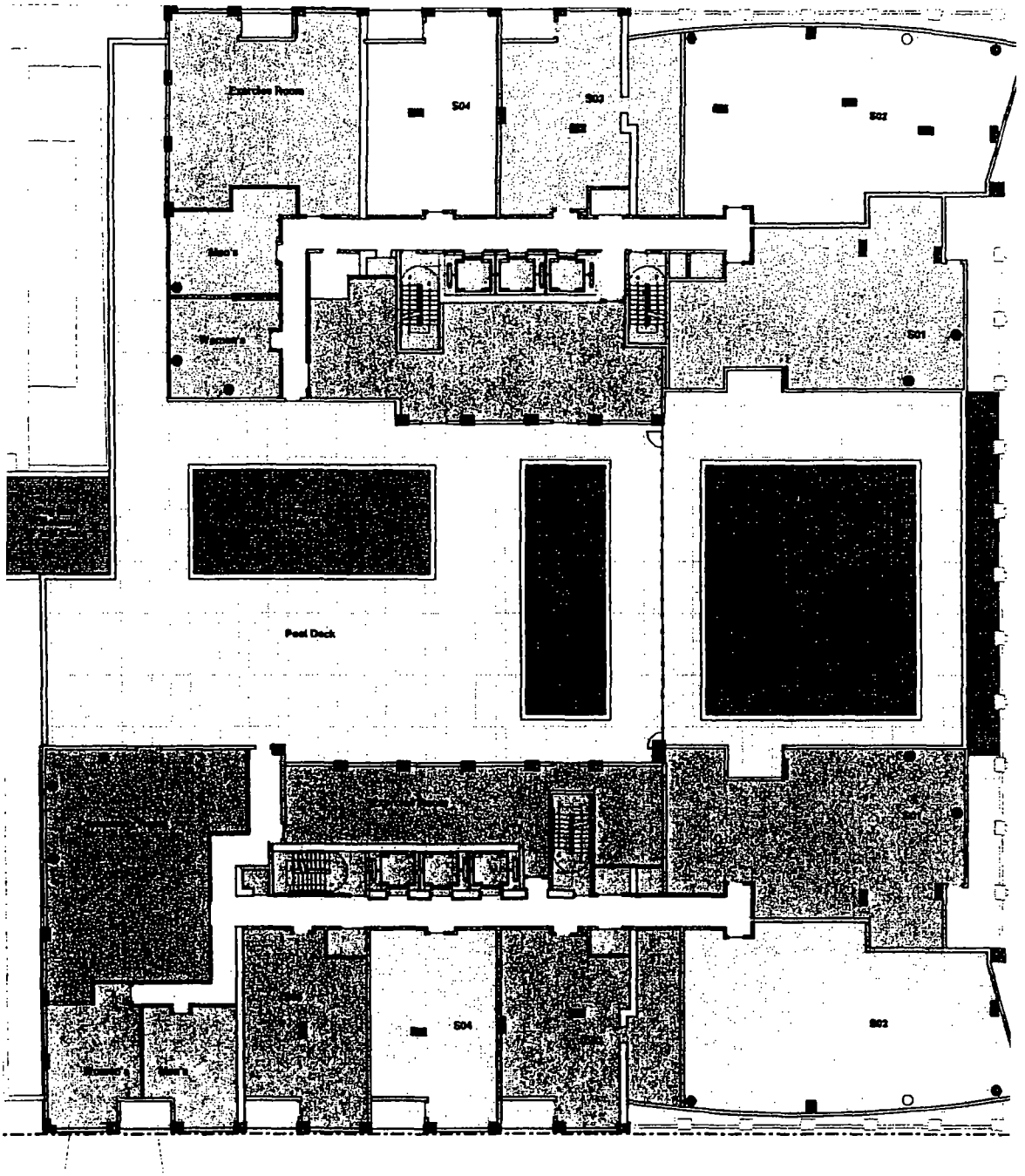
Site Demolition Plan.



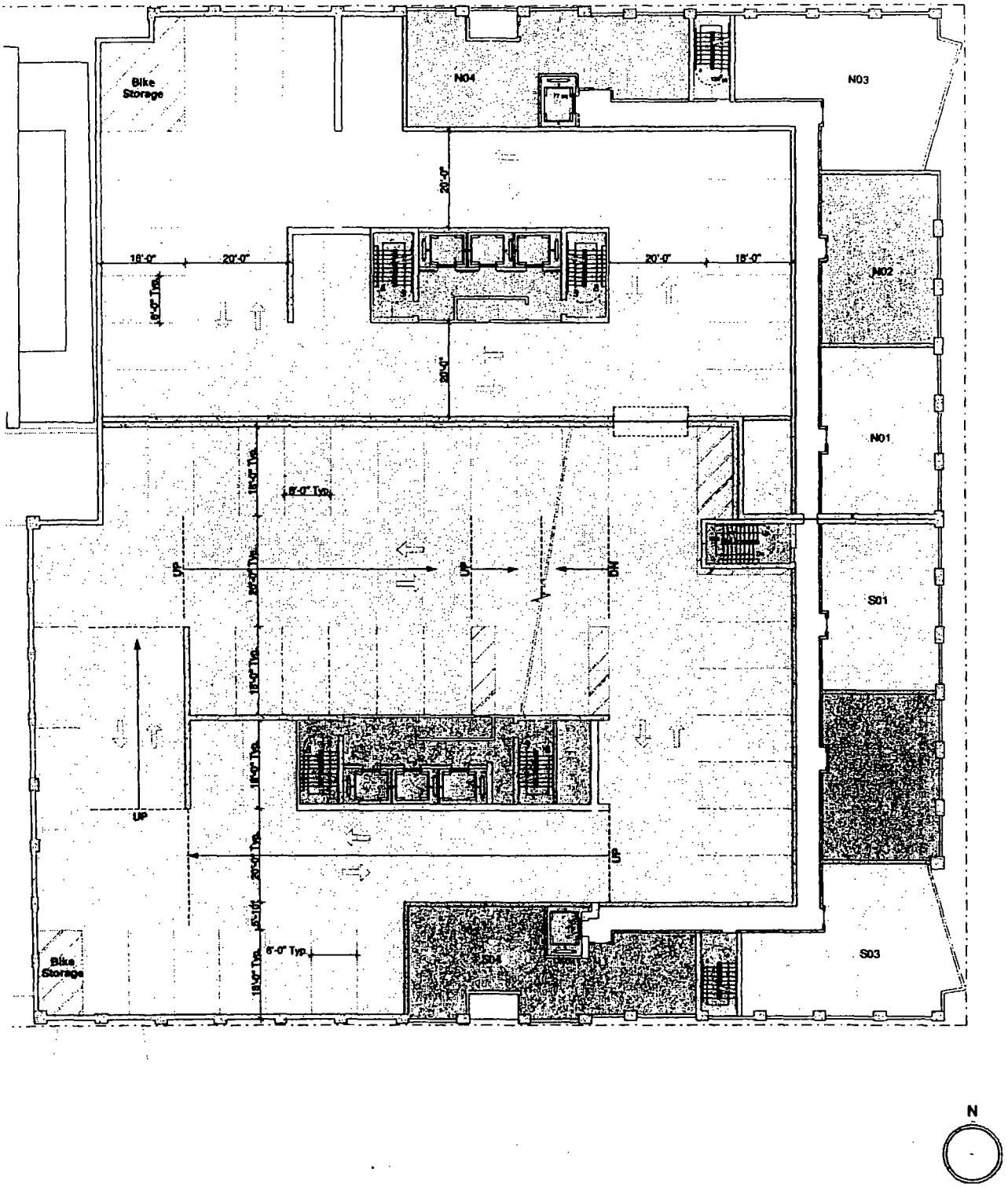
Green Roof Plan.



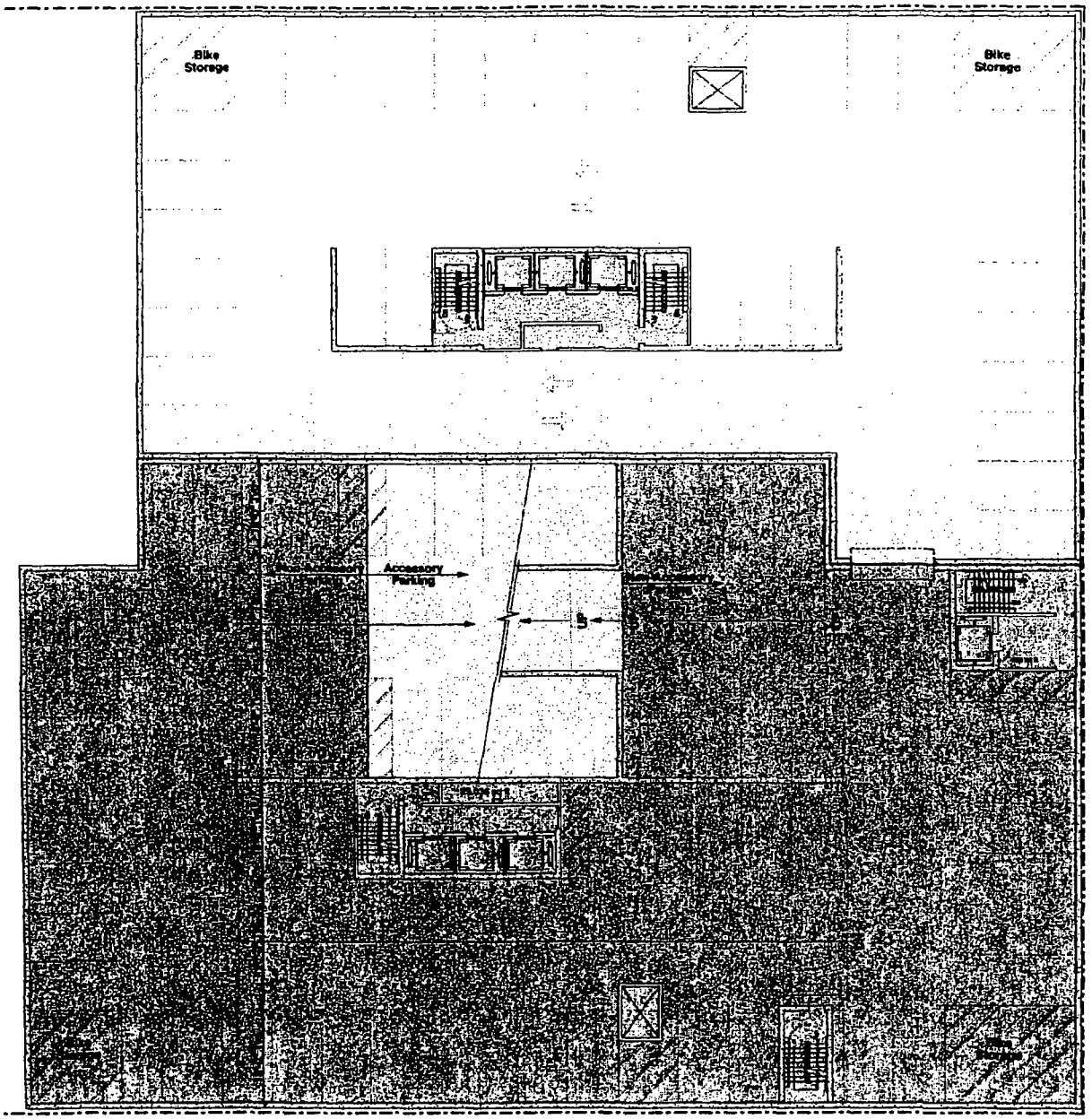
Plaza Level Plan.

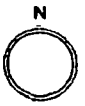


Typical Garage Plan.

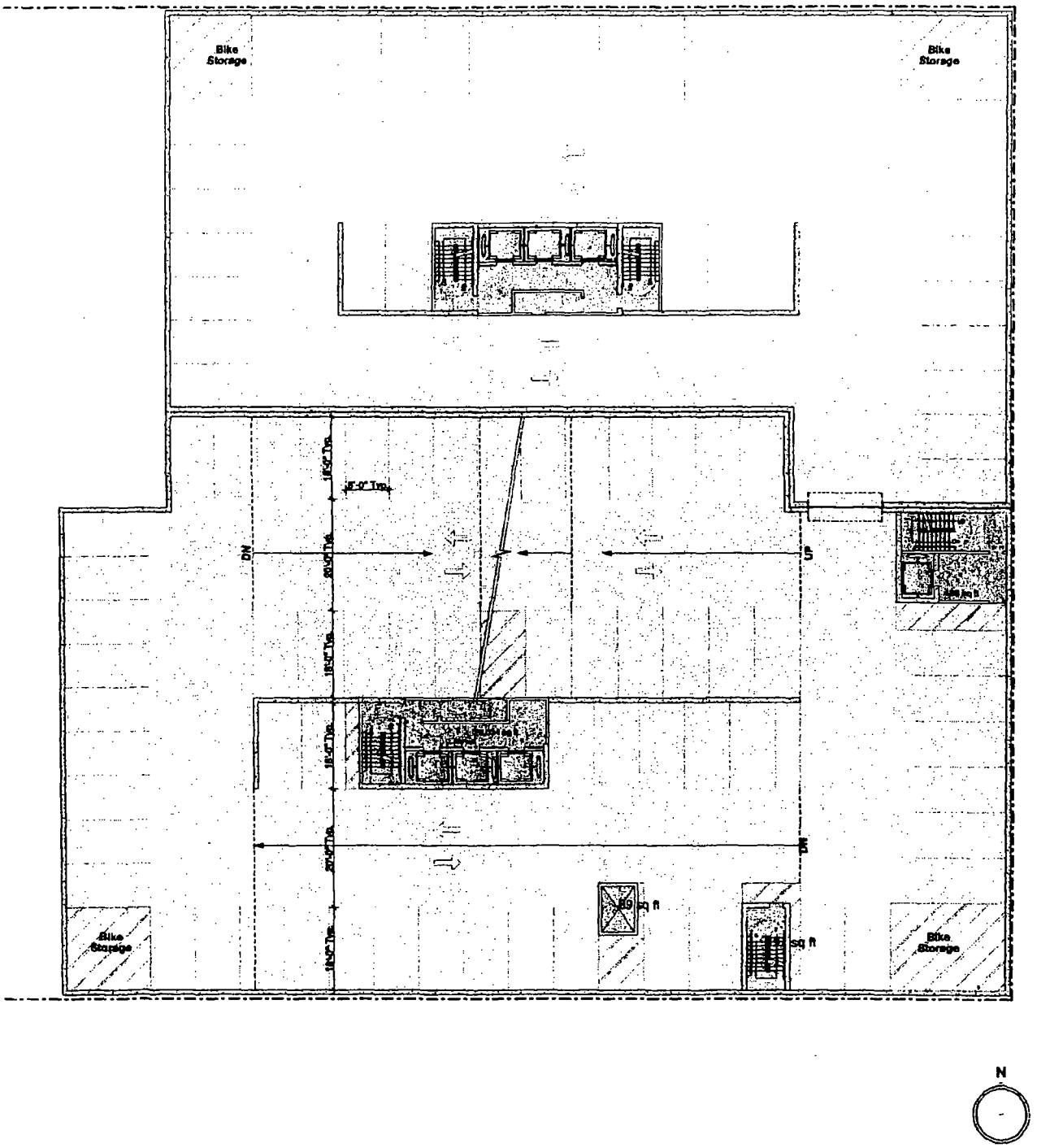


B01 Garage Plan.

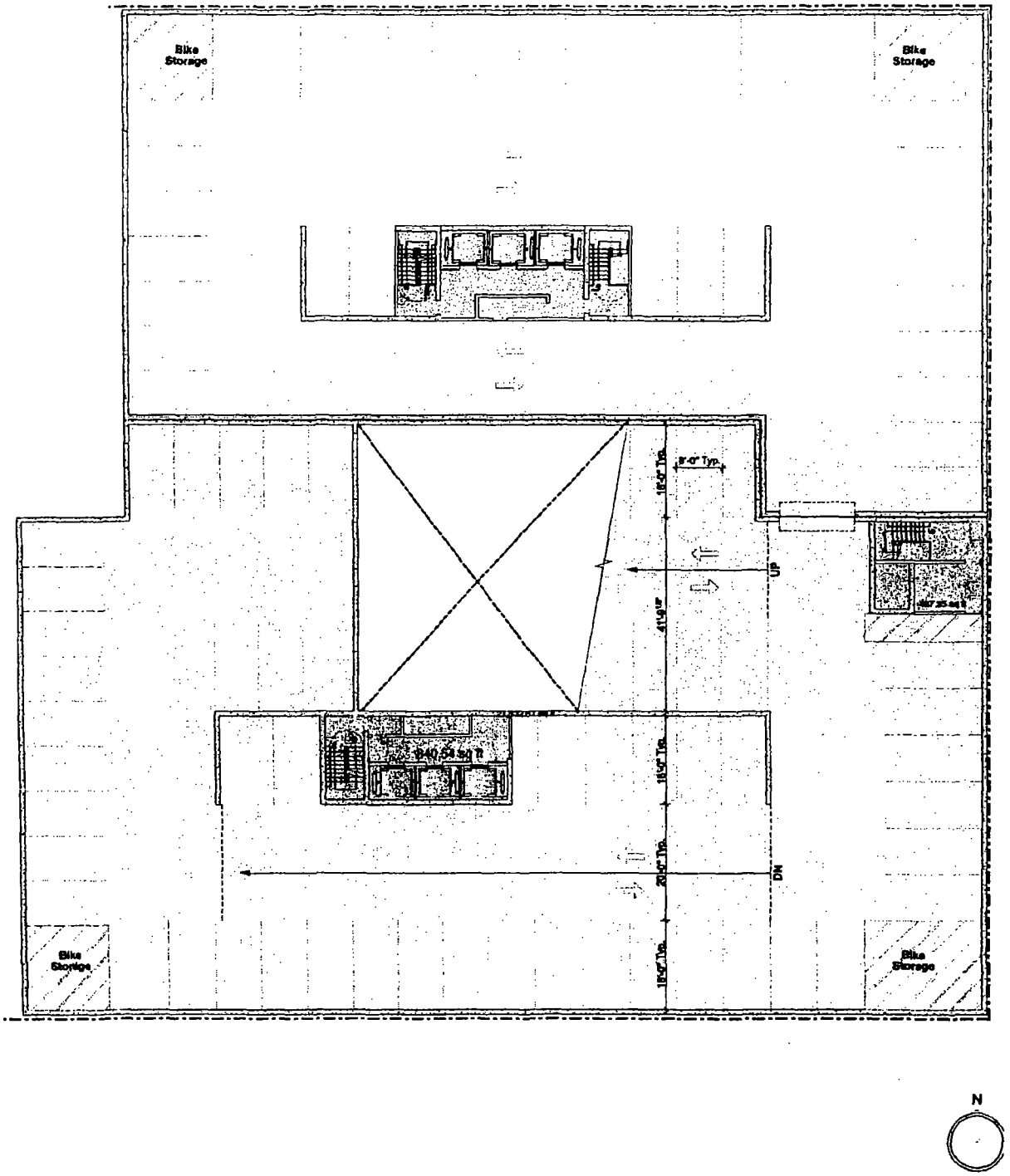




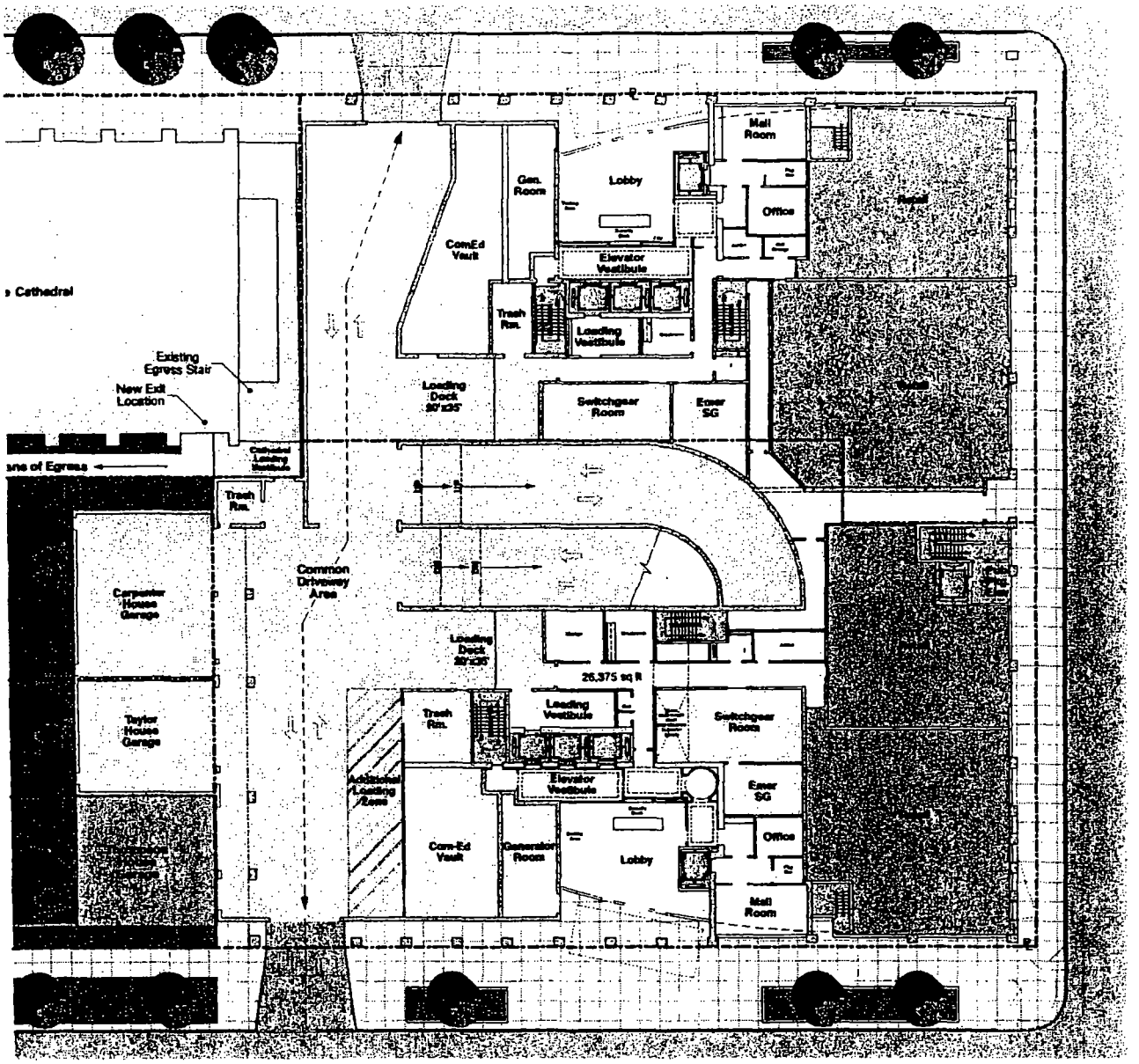
B02 Garage Plan.

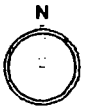


B03 Garage Plan.

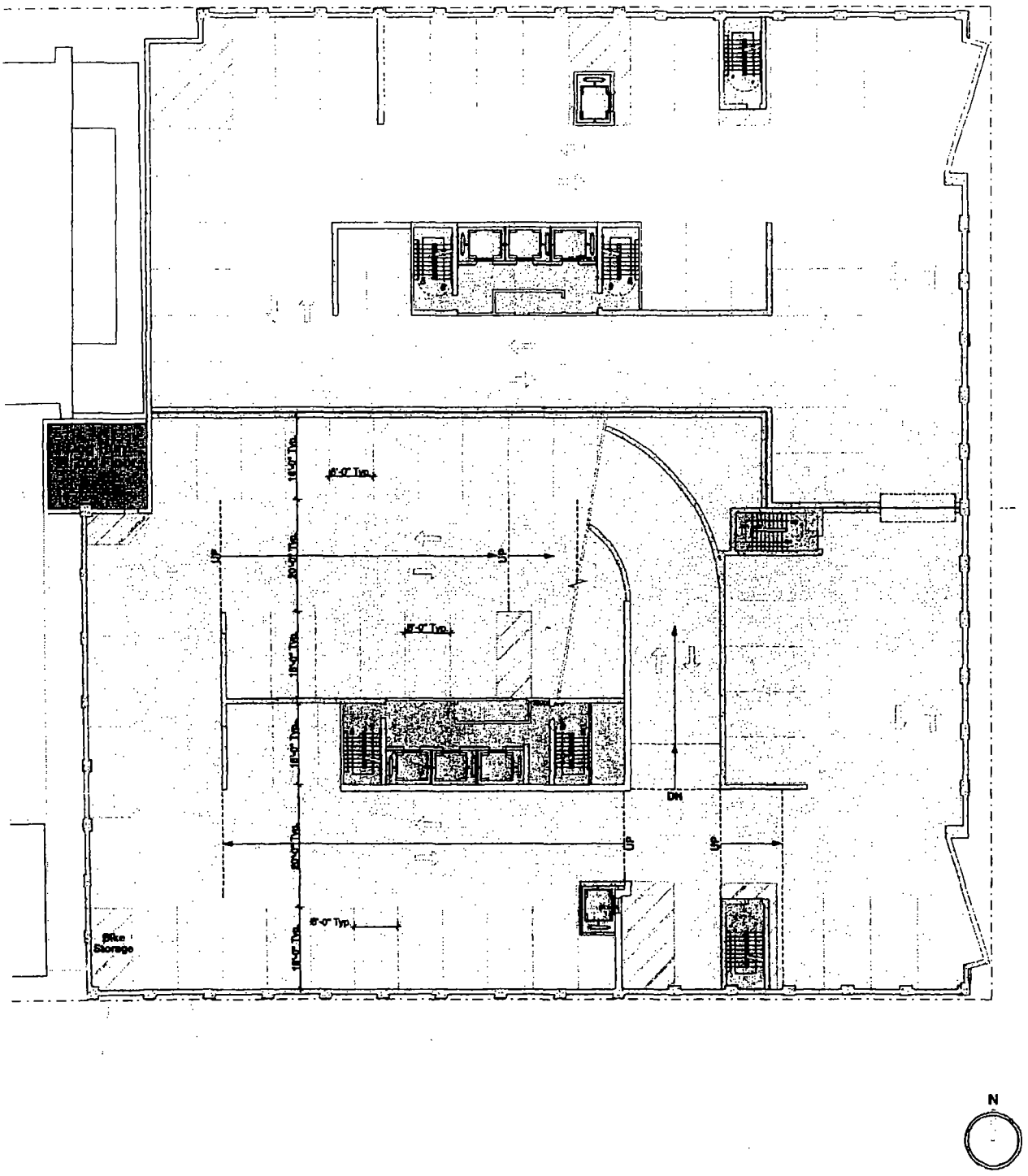


Ground Floor Plan.

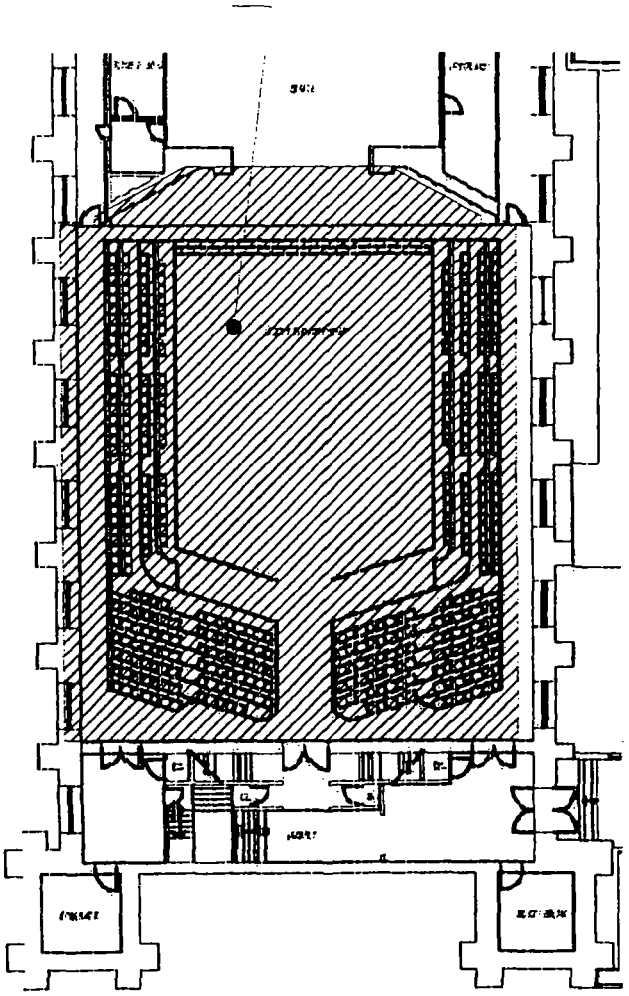


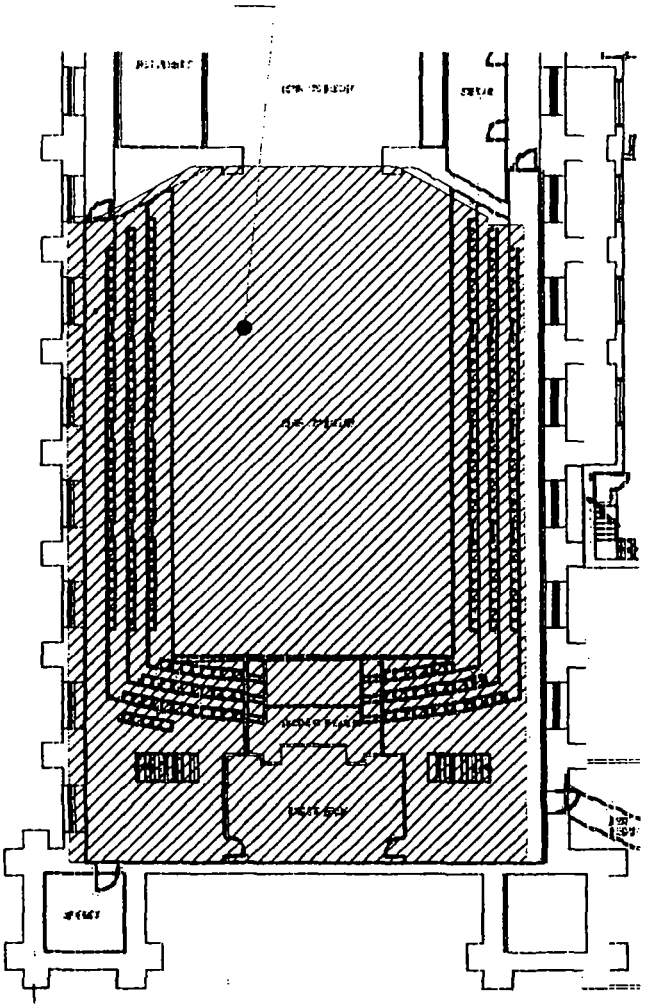


Second Floor Plan.

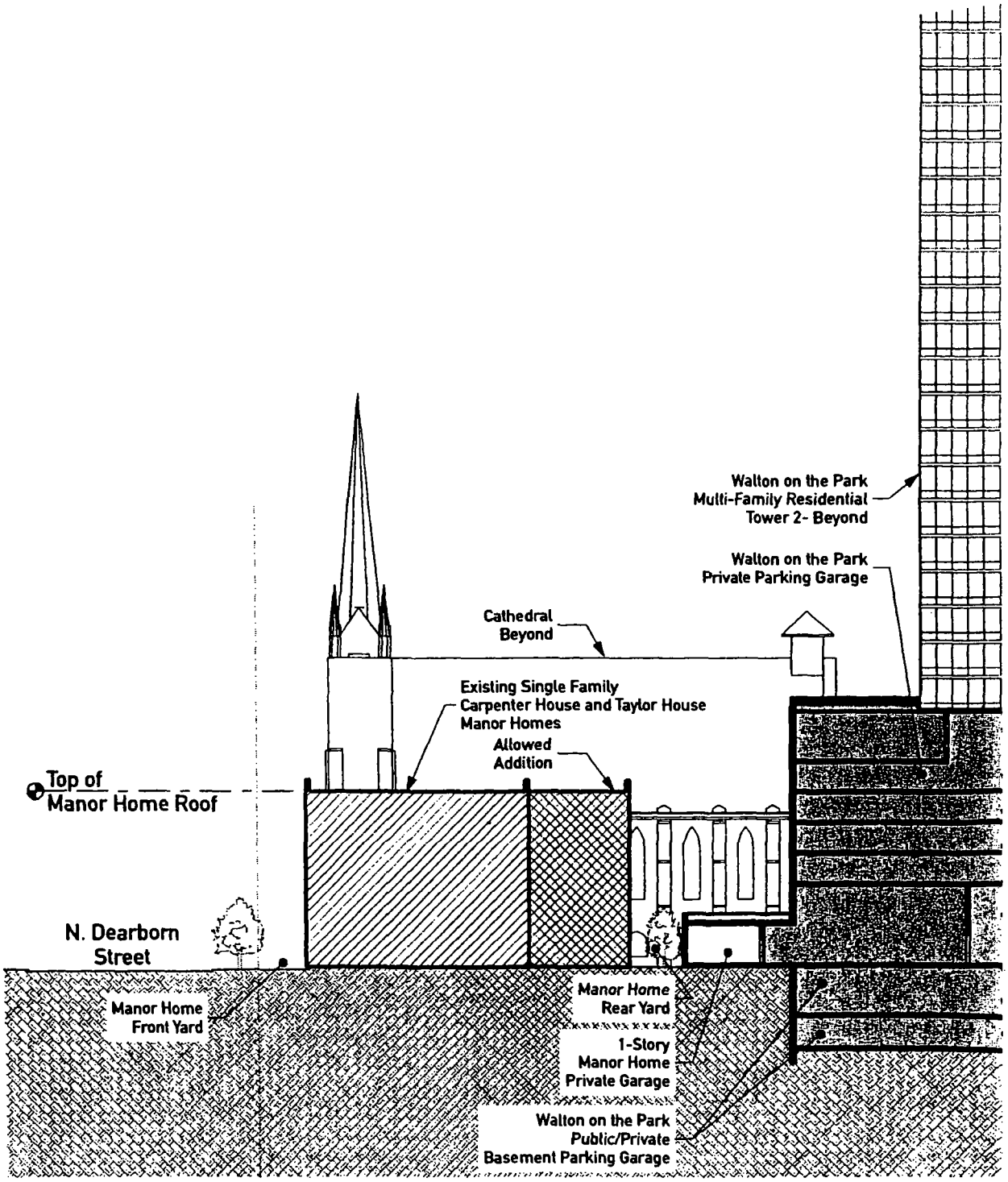


Existing Second And Third Floor
(Scottish Rite Cathedral)

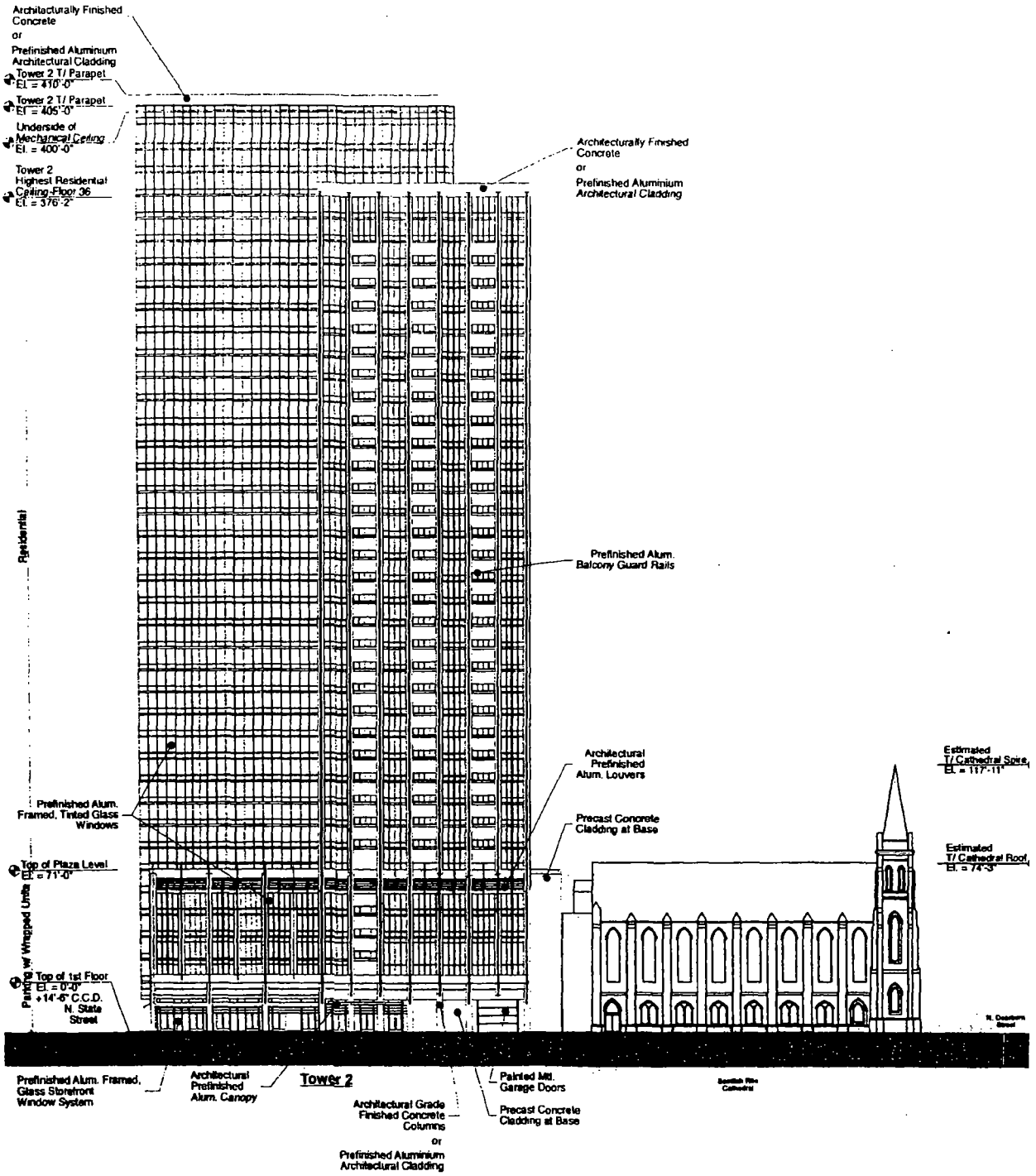




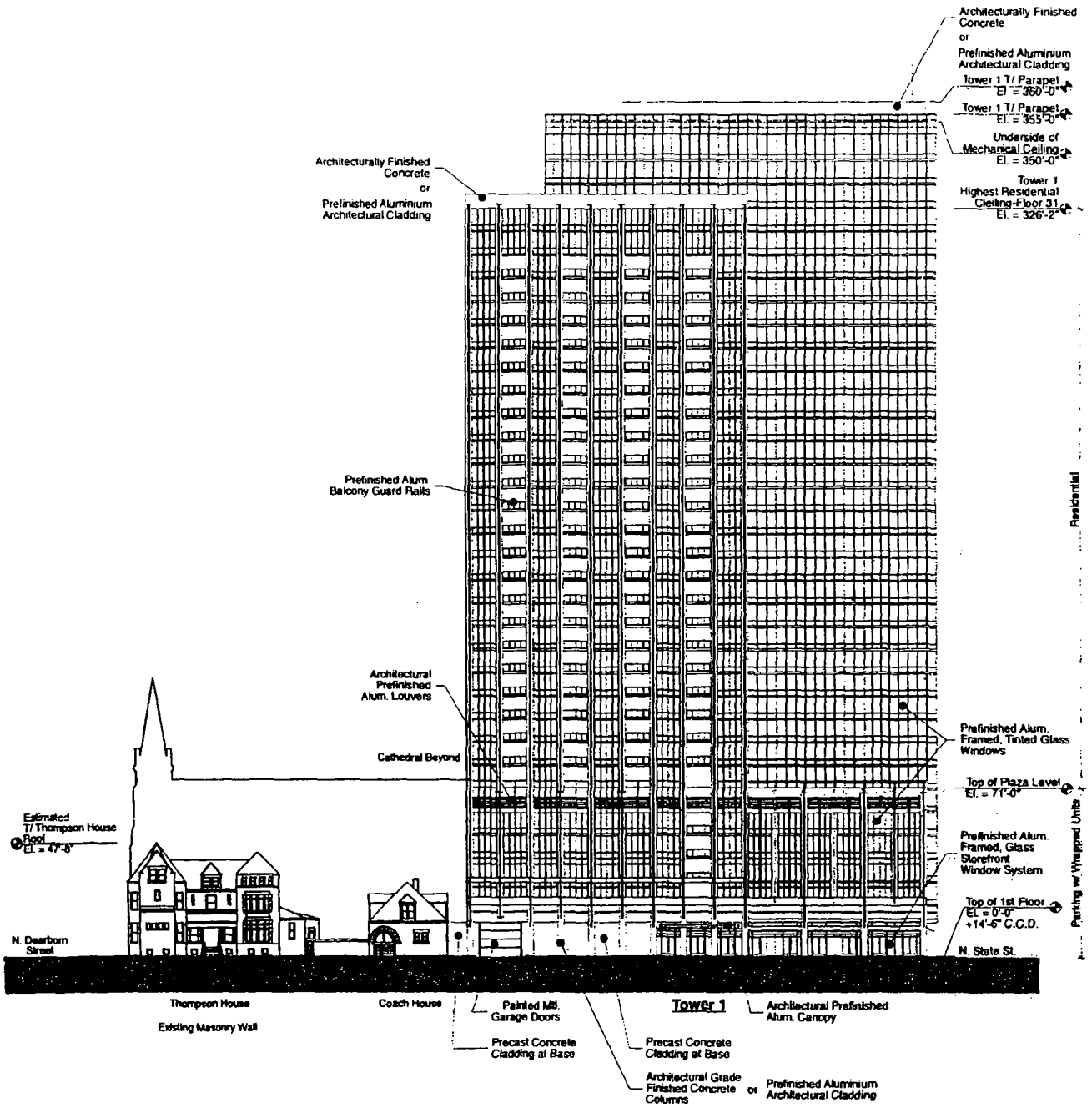
Site Section.



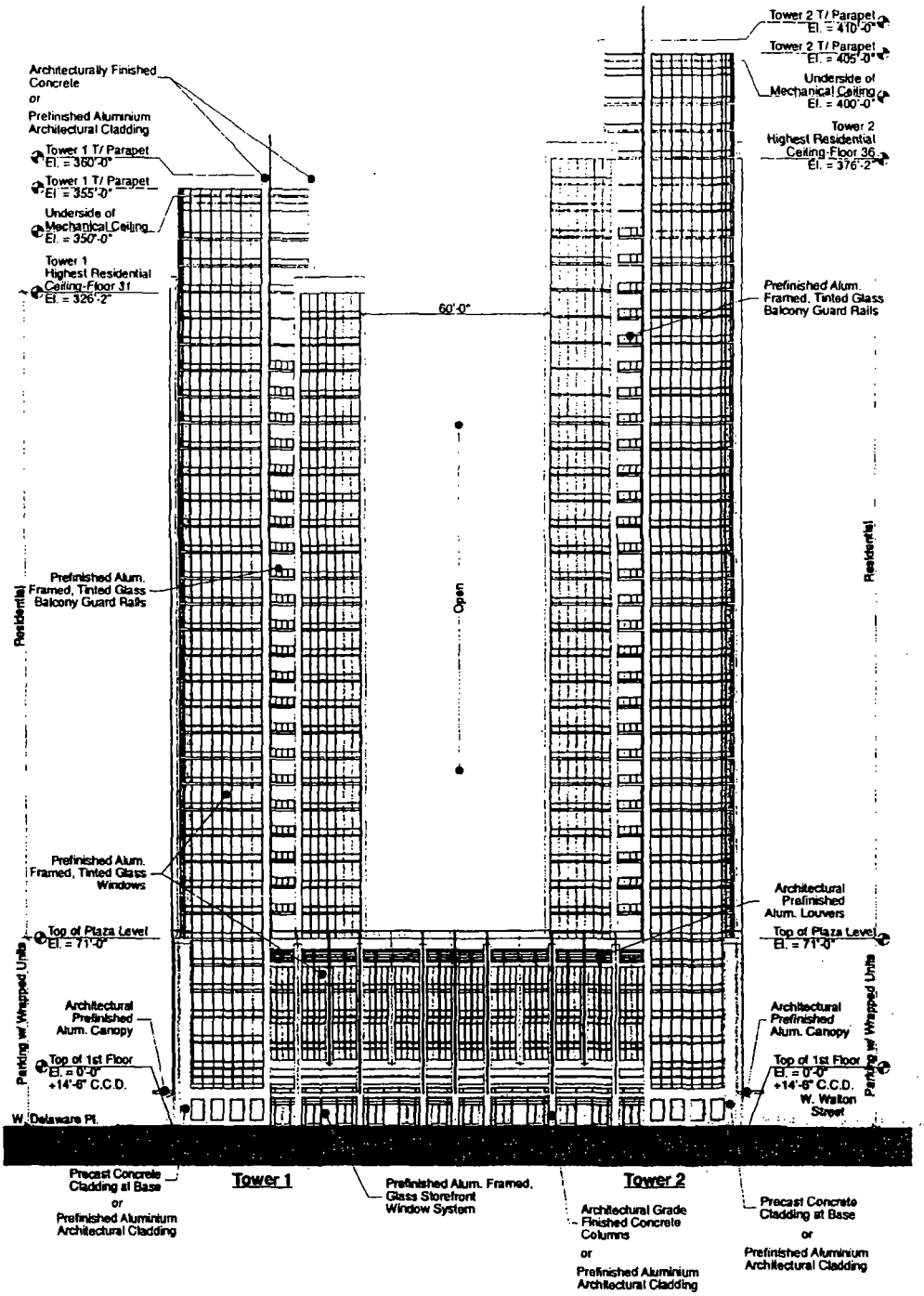
North Elevation.



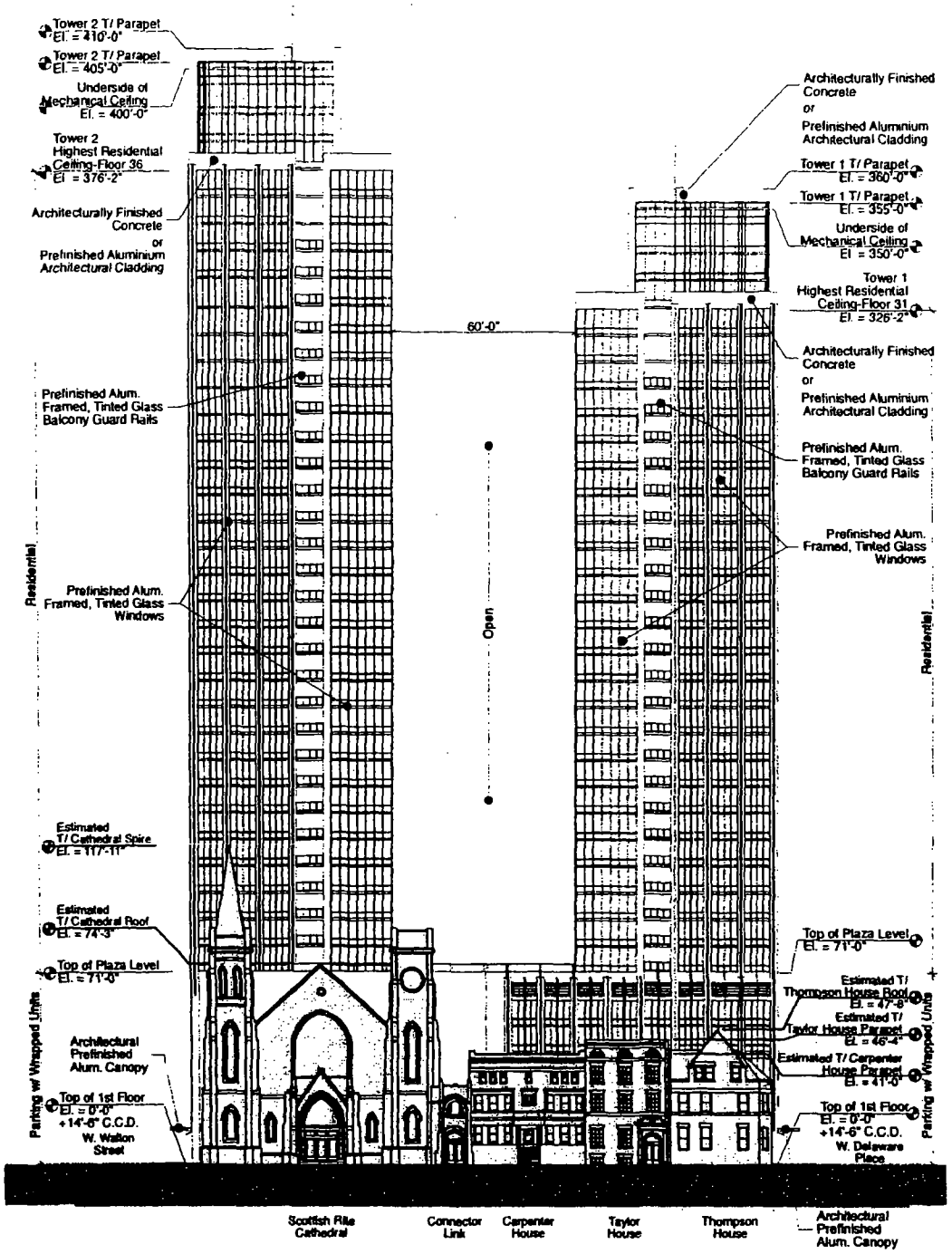
South Elevation.



East Elevation.



West Elevation.



AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held November 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of fifteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15900, 15922, 15911, 15626, 15658, 15864, 14510, 15356, 15769, A-7043, A-7008, A-7009, A-6008, A-5876 and TAD-377.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15908, 15922, 15907, 15921, 14753, 15864 and 15880 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)
(Application Number 15356)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the DC-16 Downtown Core District symbols and indications as shown on Map Number 1-F in the area bounded by:

West Washington Street; a line 39.64 feet west of North Wells Street; a line 100.01 feet south of West Washington Street; North Wells Street; West Calhoun Place; and a line 202.28 feet west of North Wells Street,

to those of a Residential-Business-Central Area Parking Planned Development, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business-Central Area Planned Development Parking.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business-Central Area Parking Planned Development (the "Planned Development") consists of approximately thirty-two thousand five hundred nine (32,509) square feet (seventy-five hundredths (0.75) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the applicant, Urban Growth Property Limited Partnership.

2. The applicant or its successors, assignees or grantees shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustments of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors, assignees or grantees and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors, assignees or grantees and, if different than the applicant, any legal titleholders and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map, an Existing Land-Use Map; a Site/Landscape Plan; and Building Elevations prepared by Solomon Cordwell Buenz & Associates, Inc. dated November 16, 2006. A full-size set of the Site/Landscape Plan and the Building Elevations is on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. Subject to the Bulk Regulations and Data Table, the following uses shall be permitted in this Planned Development: residential uses, retail uses, accessory and non-accessory parking, related and accessory uses, and all other allowed uses in the DC-16 Downtown Core District excluding hotel use.

6. Business and other identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development. Off-premise signs shall not be permitted.

7. Off-street parking and loading facilities shall be provided in accordance with the provisions of this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Vehicular access to the building from Washington Street shall be limited to ingress only. Both vehicular ingress and egress to and from the building shall be permitted from Wells Street.

8. In addition to the maximum height of buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.

9. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with this Planned Development. Landscaping shall be installed in accordance with the Site/Landscape Plan and maintained in accordance with the parkway tree planting and parking lot landscaping provisions of the Chicago Zoning Ordinance. A dog run containing approximately six hundred twenty-five (625) square feet of space shall be provided at the first floor roof level, as depicted on the Typical Parking Floor Plan.

10. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance in effect as of the date of adoption of this Planned Development shall apply; provided, however, that in addition to

the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, floor area devoted to mechanical equipment on the roof and floor area devoted to mechanical equipment aggregating one thousand (1,000) square feet or more in a single location regardless of its placement in the building, shall also be excluded.

Pursuant to the Affordable Housing provisions of the Chicago Zoning Ordinance, Title 17, Chapter 17-4-1004, et seq. ("Zoning Ordinance"), the applicant has asked for an increase in the Floor Area Ratio of the Property of seven hundred thirty-five thousandths (0.735), which represents twenty-three thousand eight hundred eighty-one (23,881)square feet of floor area. The applicant hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal at least twenty-five percent (25%) of the total increase in floor area allowed under the Affordable Housing Bonus or a cash payment must be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area multiplied by eighty percent (80%) of the median cost of land per buildable square foot. In the area in which the Property is located, the median cost of land per buildable square foot has been established by the City of Chicago at Twenty-two and no/100 Dollars ($22.00). Therefore, based on Section 17-4-1004D, the applicant has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of Four Hundred Twenty Thousand Three Hundred Five and 60/100 Dollars ($420,305.60) ($22.00 x 23,881 x 0.80). Prior to the issuance of permits, the applicant will provide a letter of credit or other security device in an amount equal to the cash contribution. The applicant must comply with all of the applicable sections of the Affordable Housing Provisions of the Zoning Ordinance, which sections are hereby incorporated into this Planned Development.

11. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the applicant or its successors, assignees or grantees and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area or the maximum number of units for the total net site area established in this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and

maximizes the conservation of natural resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. The applicant agrees to install a green roof measuring approximately five thousand eight hundred fifty (5,850) square feet, or twenty-five percent (25%) of the net roof area of the proposed building not encumbered by mechanical equipment, as depicted on the Amenity Floor Plan.

13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

14. Prior to submitting an application for a building permit for the project, the applicant shall submit the report of a licensed structural engineer to the Landmarks Division of the Department of Planning and Development for its acceptance. The report shall include recommendations for protection or stabilization measures to be taken during construction regarding the adjacent Washington Block Building, a designated Chicago landmark, at 40 North Wells Street.

15. Unless substantial construction of the improvements contemplated in this Planned Development has been commenced within six (6) years following adoption of this ordinance, and unless completion thereof is diligently pursued, this Planned Development shall expire and the zoning classification of the Property shall revert to that of a DC-16 Downtown Core District.

[Vicinity Plan; Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/Landscape Plan; Building Elevation Drawings; Building Section Drawing; Landscape Material Legend; Floor Plans; and Roof Plan referred to in these Plan of Development Statements printed on pages 95514 through 95528 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business-Central Area Parking
Planned Development Number _____.

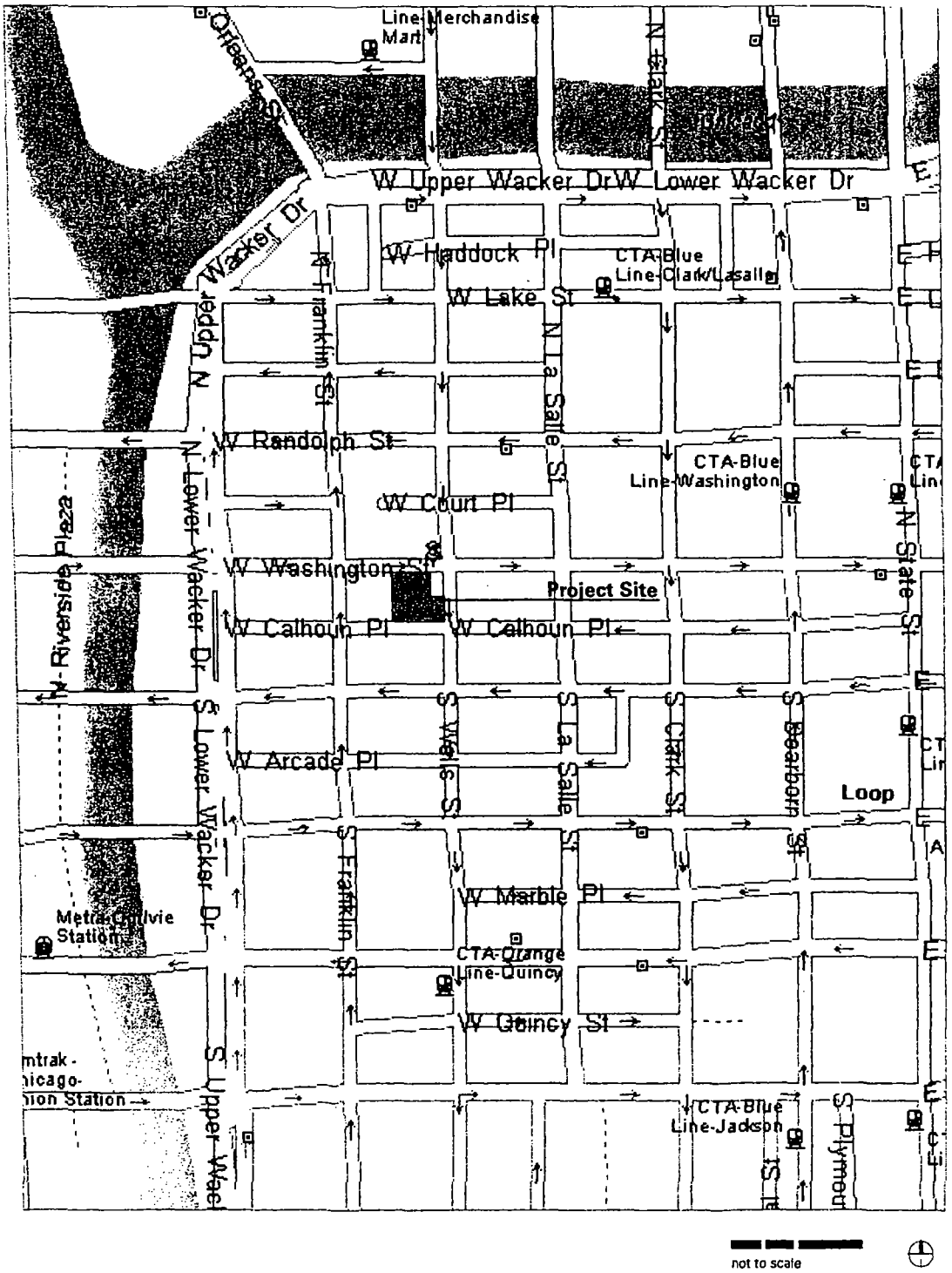
Plan Of Development Bulk Regulation And Data Table.

Gross Site Area = Net Site Area + Areas Remaining in Public Rights-of-Way

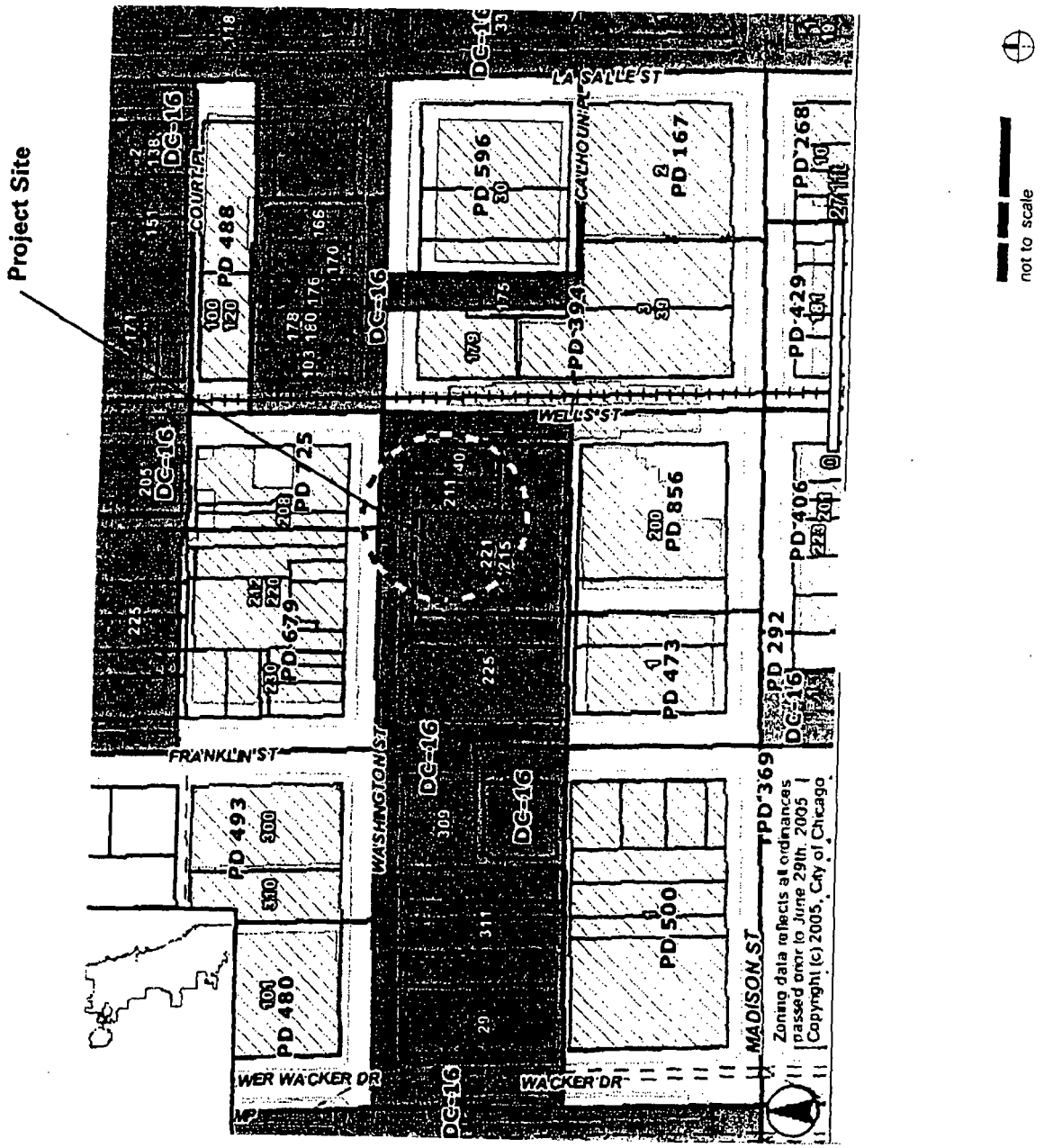
40,974.42 square feet (0.94 acres) = 32,509 square feet (0.75 acres) + 8,465.42 square feet (0.19 acres)

Permitted Uses:	Residential uses, retail uses, accessory and non-accessory parking, related and accessory uses and all other allowed uses in the DC-16 Downtown Core District
Maximum Floor Area Ratio:	16.735
Base Floor Area Ratio:	16.00
Bonus Floor Area Ratio/Affordable Housing:	0.735
Maximum Number of Dwelling Units:	389, which includes 138 efficiency units
Minimum Number of Accessory Off-Street Parking Spaces:	221
Maximum Number of Non-Accessory Off-Street Parking Spaces:	379
Maximum Total Number of Off-Street Parking Spaces:	600
Minimum Number of Off-Street Loading Spaces:	3
Setbacks:	0, in accordance with the Site/ Landscape Plan
Maximum Building Height:	495 feet

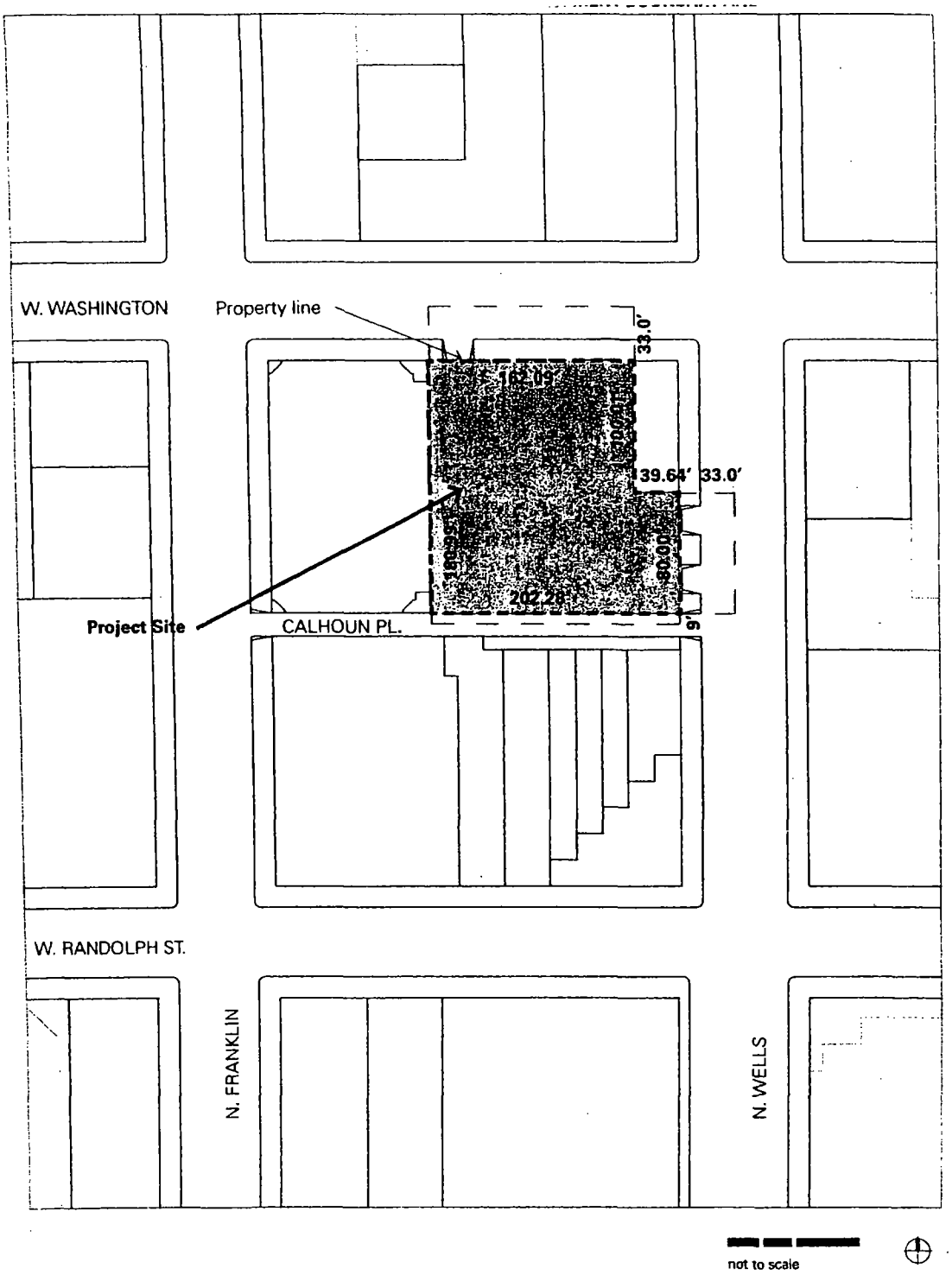
Vicinity Plan.



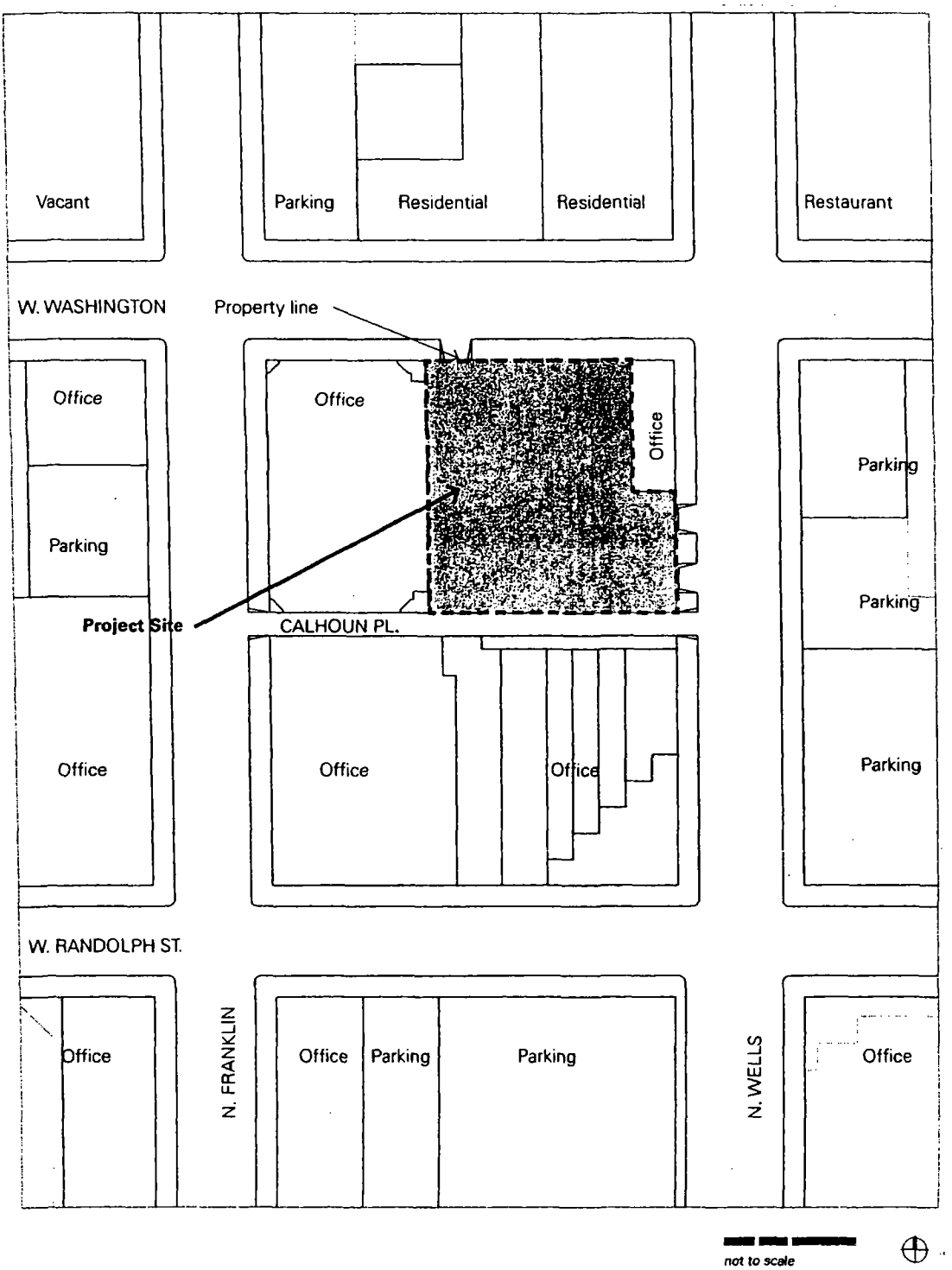
Existing Zoning Map.



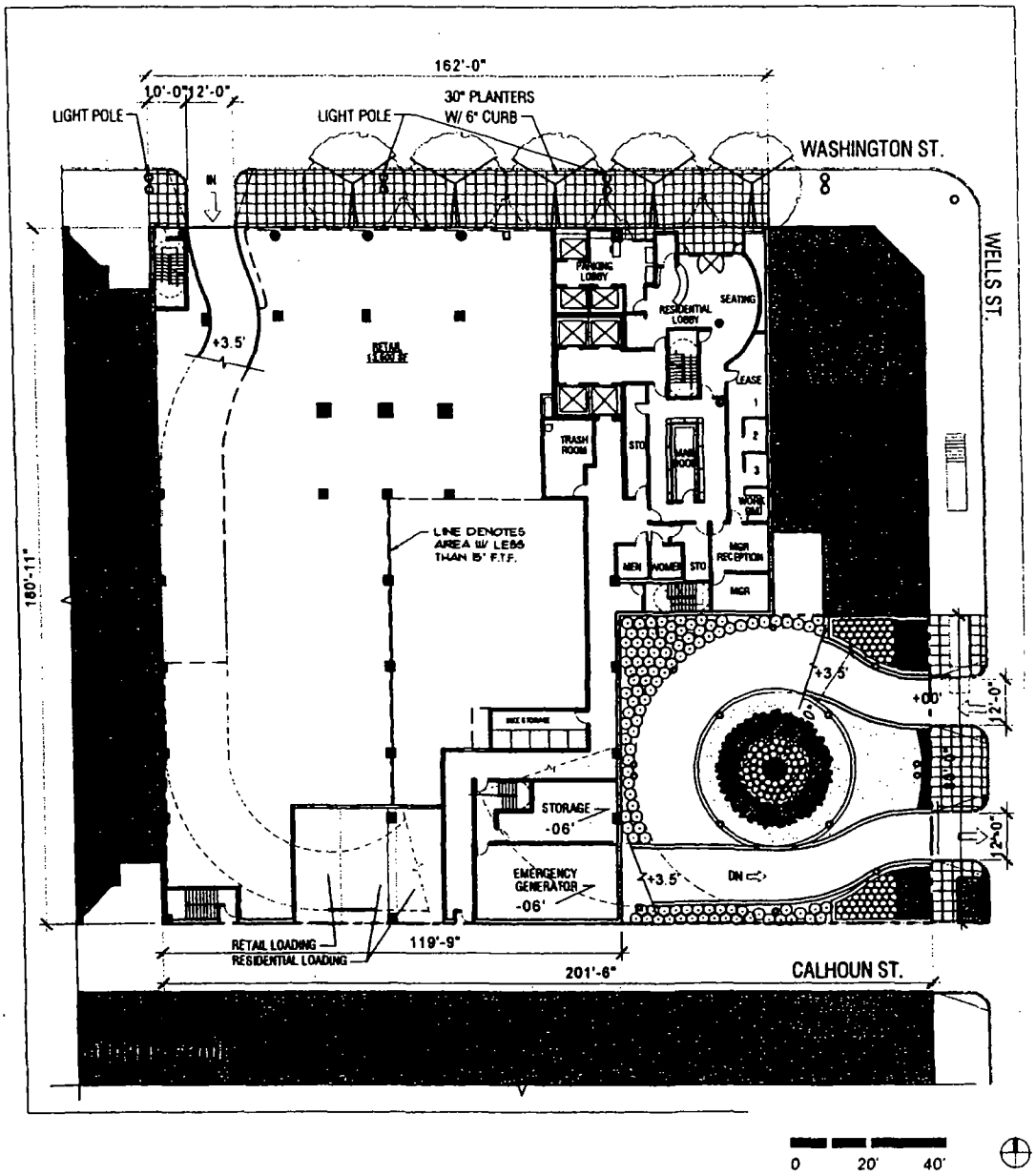
Planned Development Boundary
And Property Line Map.



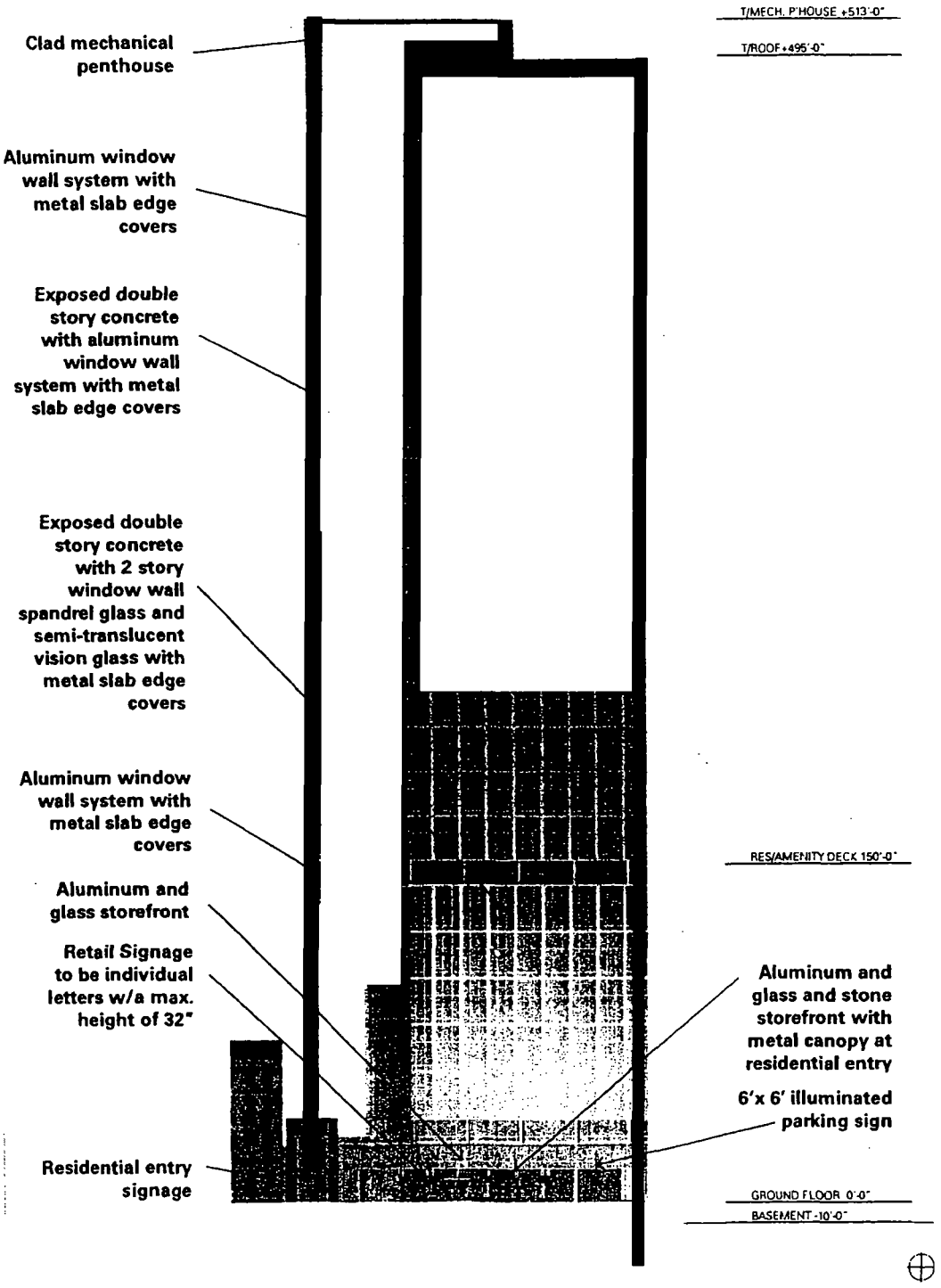
Existing Land-Use Map.



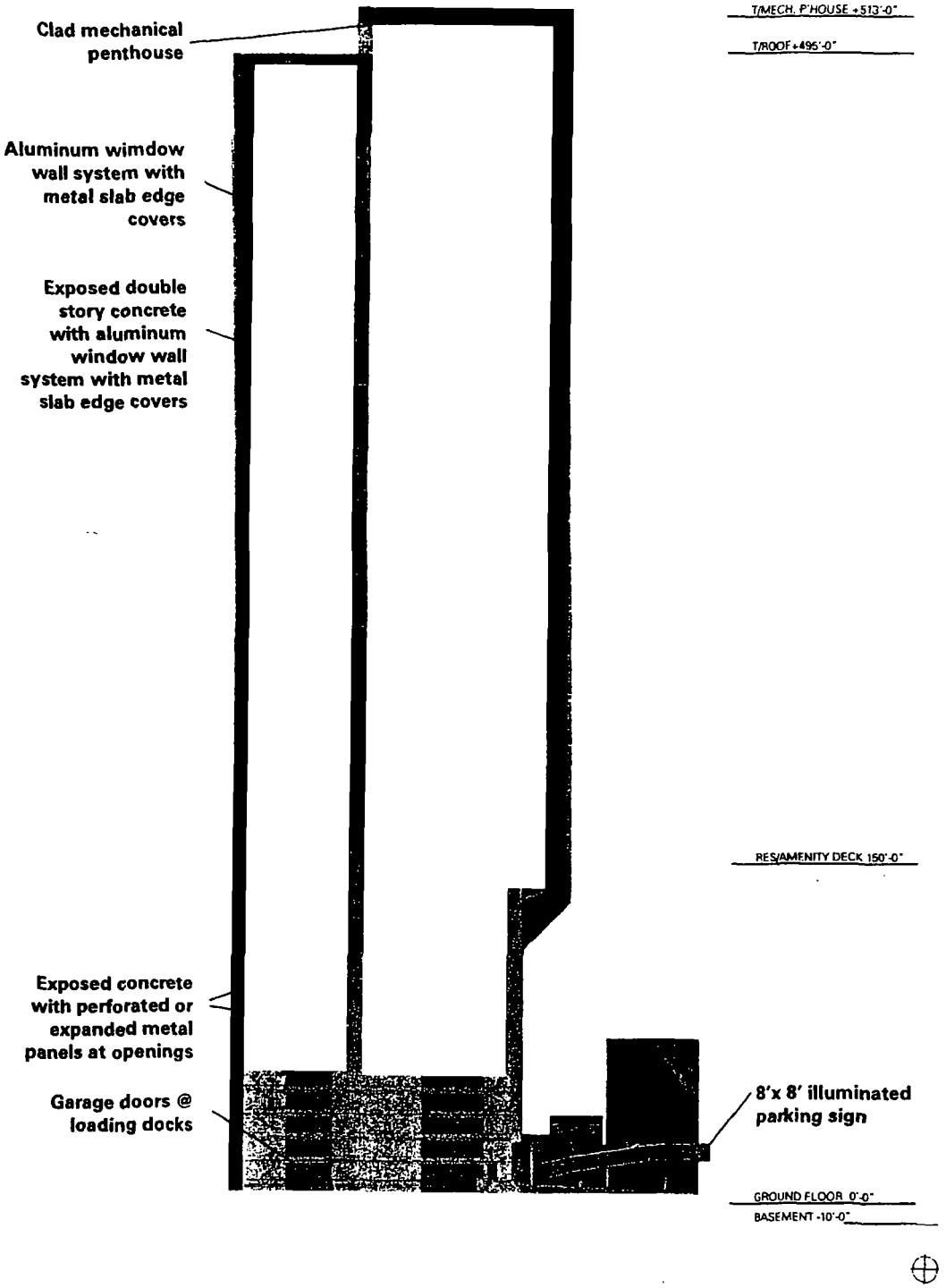
Site/Landscape Plan.



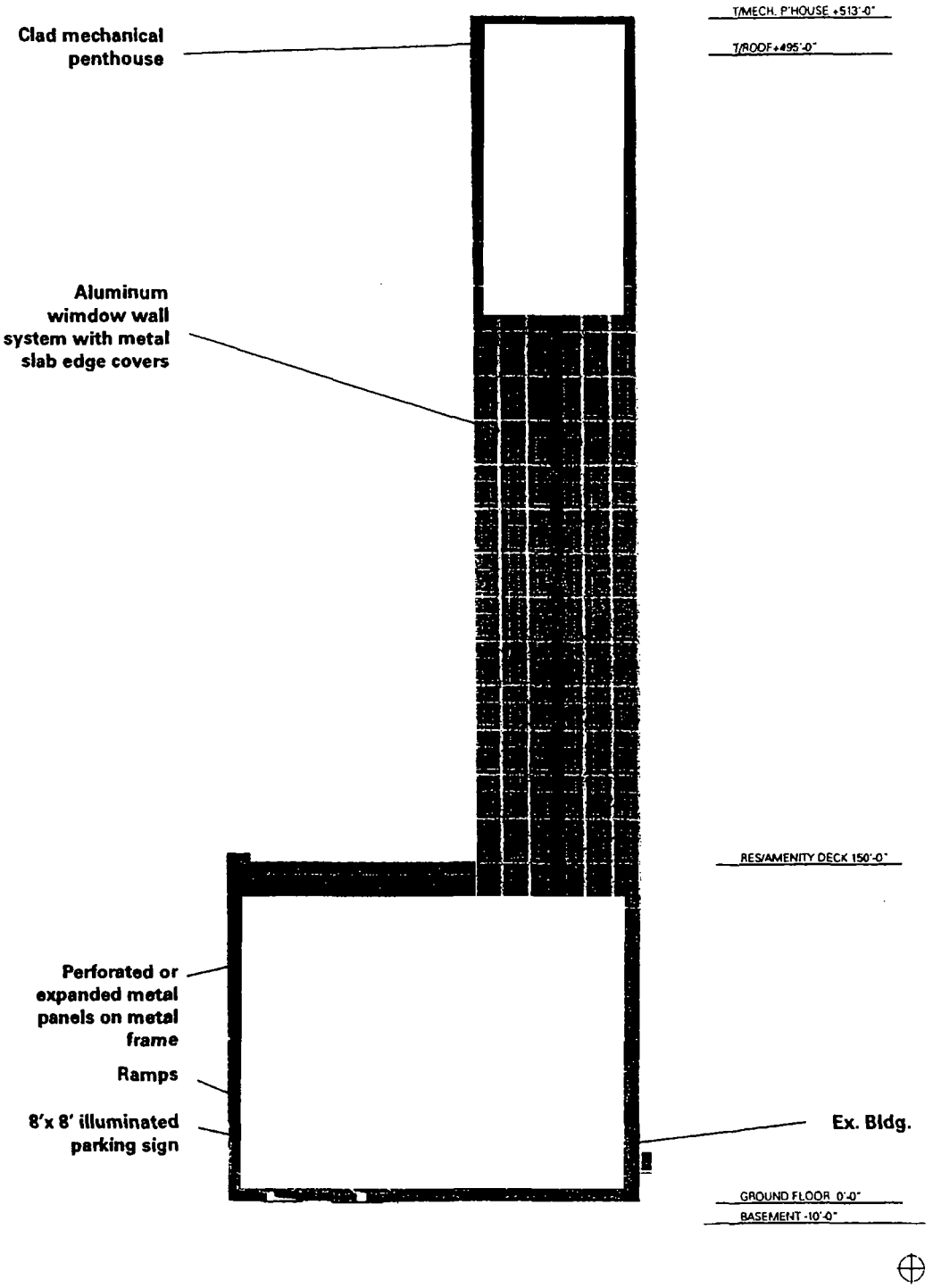
North Elevation.



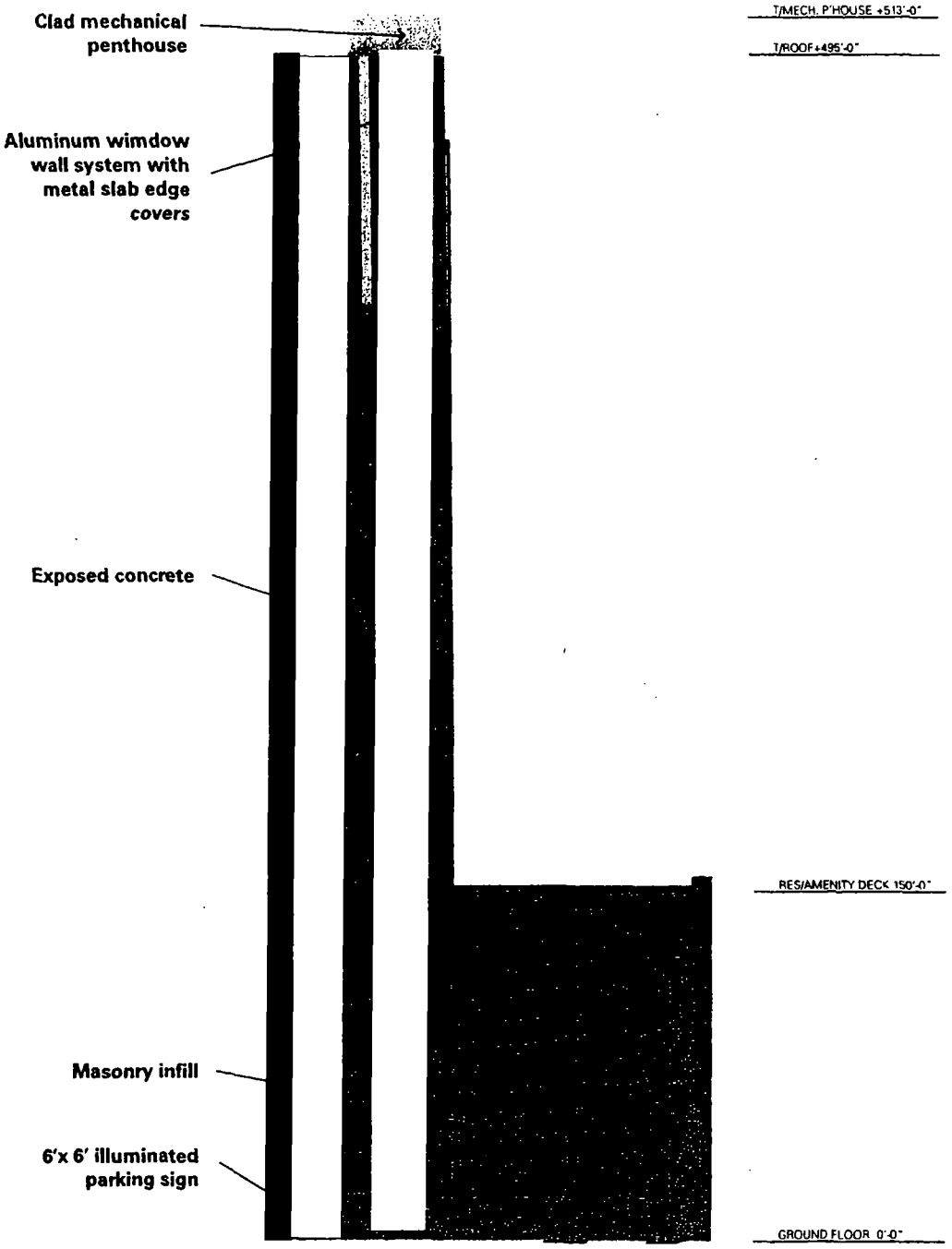
South Elevation.



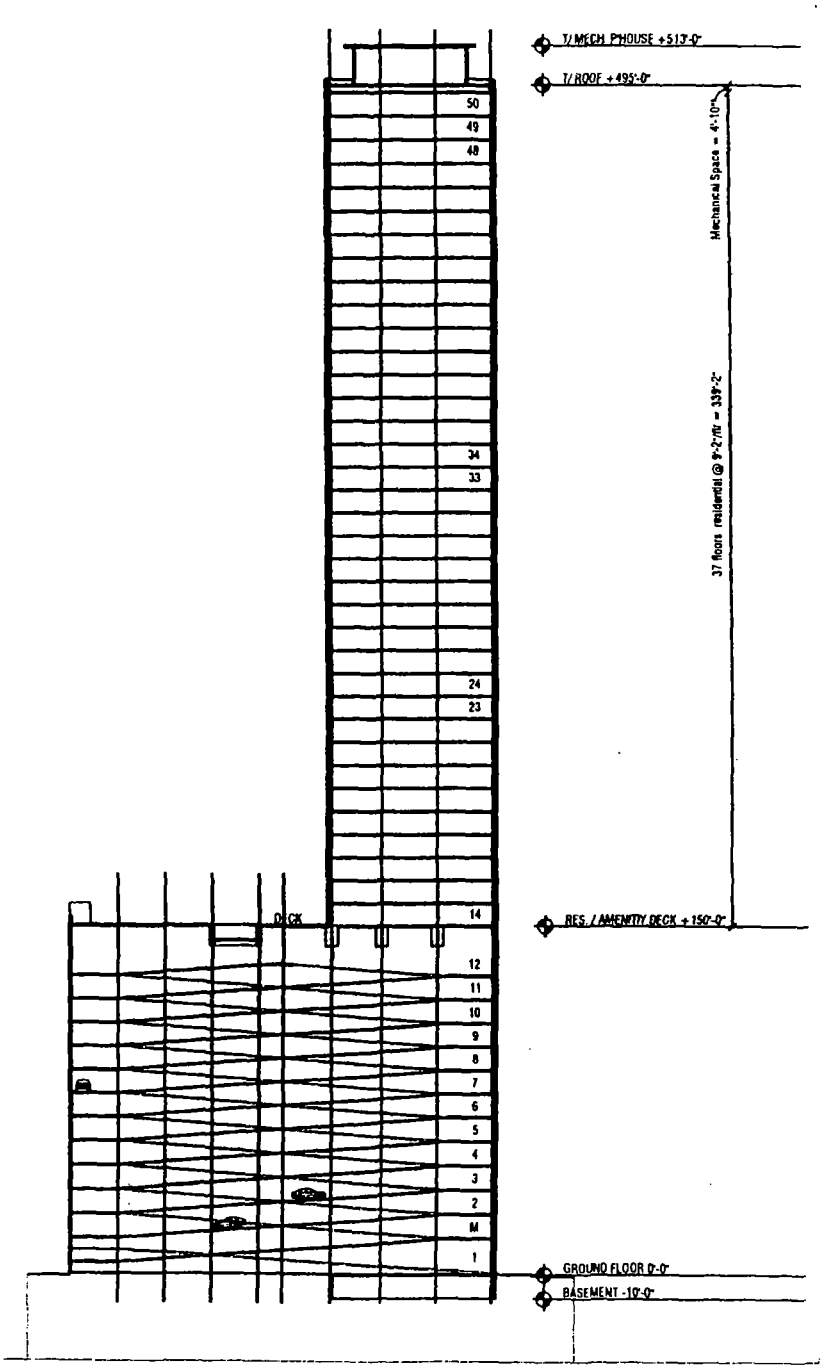
East Elevation.



West Elevation.



Section Looking West.

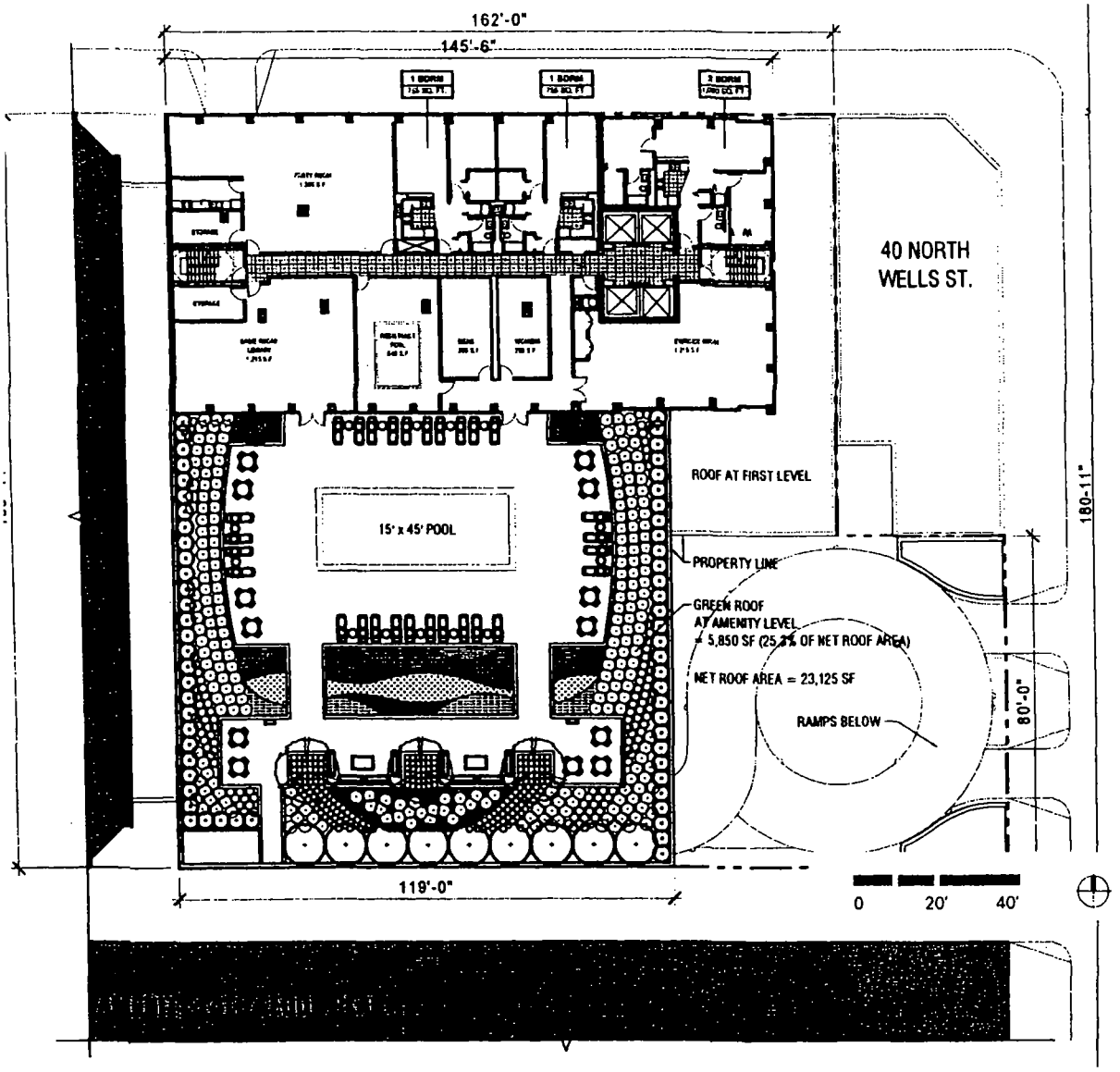


Landscape Material Legend.

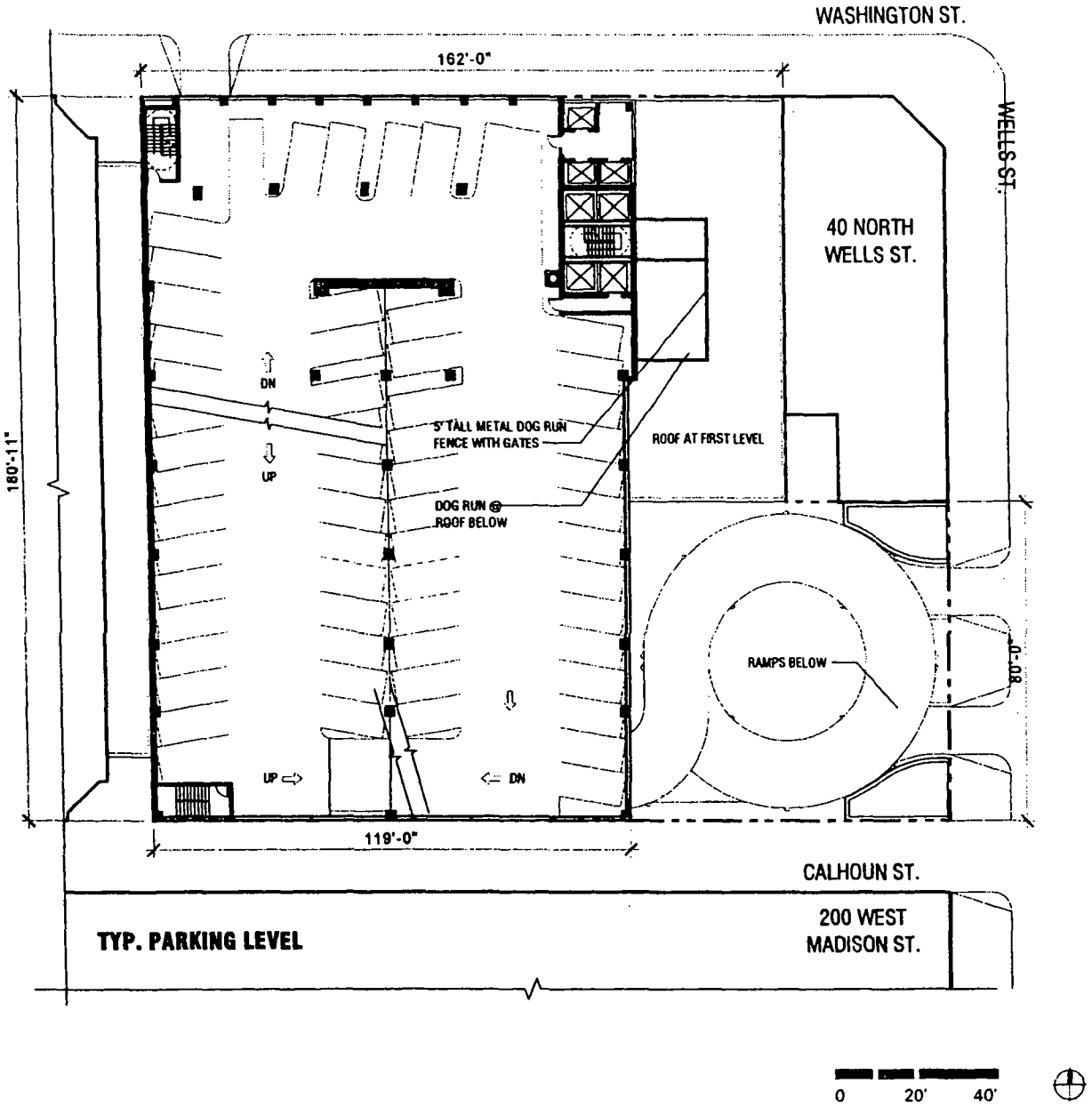
PLANT LIST

CODE	BOTANICAL NAME	COMMON NAME	SIZE	TOTAL	ADDITIONAL NOTES
	DECIDUOUS TREES				
BP	BETULA POPULIFOLIA 'WHITESPIRE SR.'	WHITESPIRE SR. GRAY BIRCH	12' HEIGHT x 8' WIDTH	3	CLUMP FORM, 3 TRUNKS
GD	GYMNOCLADUS DIOICA	KENTUCKY COFFEETREE	4" CALIPER	5	BRANCHED UP 6'
VP	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	8' HEIGHT x 6' WIDTH	9	CLUMP FORM
	DECIDUOUS SHRUBS				
CR	CLETHRA ALNIFOLIA 'RUBY SPICE'	RUBY SPICE SUMMERSWEET	30" HEIGHT x 24" SPREAD	37	
HB	HYDRANGEA MACROPHYLLA 'BAILMER'	ENDLESS SUMMER HYDRANGEA	24" HEIGHT x 24" SPREAD	177	
IV	ITEA VIRGINCA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	24" HEIGHT x 24" SPREAD	23	
SP	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	5' HEIGHT x 4' SPREAD	2	
VD	VIBURNUM DETATUM 'CHRISTOM'	BLUE MUFFIN VIBURNUM	3' HEIGHT x 30" SPREAD	61	
	PERENNIALS, ORNAMENTAL GRASSES AND GROUNDCOVERS				
CK	CALAMAGROSTIS ACUT. 'KARL FOERSTER'	FEATHER REED GRASS	1 GALLON	108	SPACED 24" O.C.
GS	GERANIUM SANGUINEUM 'STRIATUM'	LANCASTRIENSE BLOODY CRANESBILL	1 GALLON	280	SPACED 15" O.C.
HD	HEDERA HELIX 'THORNDALE'	THORNDALE ENGLISH IVY	3" POT	192	SPACED 18" O.C.
HG	HOSTA 'GREAT EXPECTATIONS'	GREAT EXPECTATIONS HOSTA	1 GALLON	183	SPACED 18" O.C.
HH	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GALLON	130	SPACED 18" O.C.
HS	HELICTOTRICHON SEMPERVIRENS	BLUE OATS GRASS	1 GALLON	130	SPACED 18" O.C.
LS	LEUCANTHEUM x SUPERBUM 'RYAN'S WHITE'	RYAN'S WHITE SHASTA DAISY	1 GALLON	30	SPACED 18" O.C.
NF	NEPETA x FAASSENII	FAASSEN'S CATMINT	1 GALLON	90	SPACED 18" O.C.
PV	PHLOX x 'PURPLE VOLCANO'	PURPLE VOLCANO PHLOX	1 GALLON	54	SPACED 18" O.C.

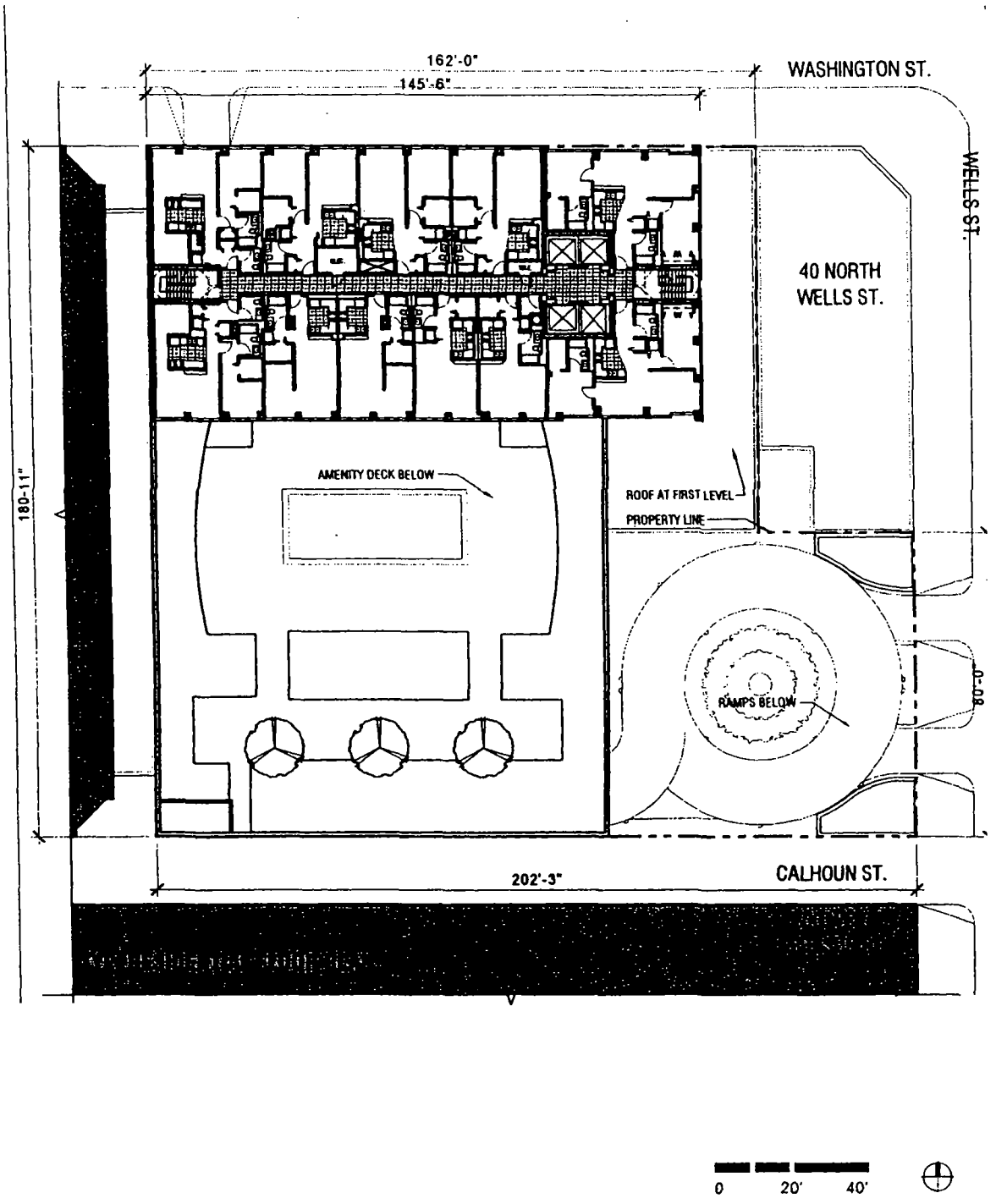
Amenity Floor Plan.



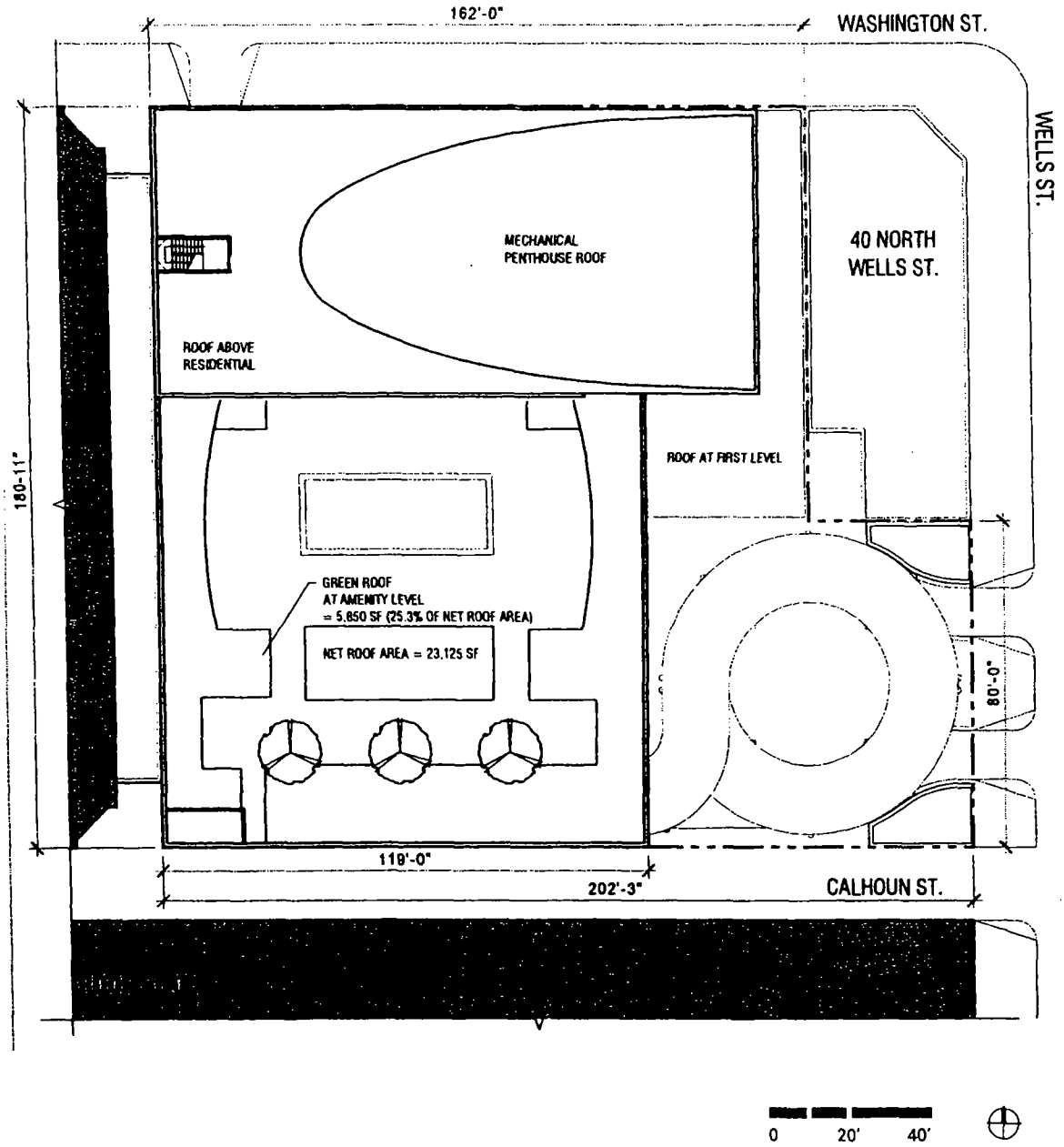
Typical Parking Floor Plan.



Typical Residential Floor Plan.



Roof Plan.


162'-0"
WASHINGTON ST.
WELLS ST.
MECHANICAL
PENTHOUSE ROOF
40 NORTH
WELLS ST.
ROOF ABOVE
RESIDENTIAL
ROOF AT FIRST LEVEL
180'-11"
GREEN ROOF
AT AMENITY LEVEL
= 5,850 SF (25.3% OF NET ROOF AREA)
NET ROOF AREA = 23,125 SF
80'-0"
119'-0"
202'-3"
CALHOUN ST.
0
20'
40'

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 15913)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Chicago Avenue; North Armour Street; the public alley next south of and parallel to West Chicago Avenue; and a line 52.11 feet west of and parallel to North Armour Street,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 15897)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 1-H in the area bounded by:

the public alley next north of and parallel to West Ontario Street; a line 216 feet east of and parallel to North Paulina Street; West Ontario Street; and a line 192 feet east of and parallel to North Paulina Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 1-L.
(Application Number 15903)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 1-L in the area bounded by:

the alley next south of West Lake Street; North Laramie Avenue; a line 125.7 feet in length perpendicular to North Laramie Avenue commencing at a point 25 feet south of the intersection of North Laramie Avenue and the alley next south of West Lake Street; and the alley next west of North Laramie Avenue,

to those of a C1-1 Neighborhood Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-H.
(As Amended)
(Application Number 15900)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 3-H in the area bounded by:

a line 100 feet southeast of and parallel to North Hermitage Avenue; North Milwaukee Avenue; a line 125 feet southeast of and parallel to North Hermitage Avenue; and the public alley next southwest of and parallel to North Milwaukee Avenue,

to those of a B3-3 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 15901)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-H in the area bounded by:

the public alley next north of and parallel to West Wabansia Avenue; a line 75.55 feet east of and parallel to North Wood Street; West Wabansia Avenue; and a line 54.55 feet east of and parallel to North Wood Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 6-G.
(Application Number 15895)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-G in the area bounded by:

the public alley next north of and almost parallel to South Hillock Avenue; a line 268 feet northeast of and parallel to the northeast line of South Throop Street (as measured along the northwest line of South Hillock Avenue); South Hillock Avenue; and a line 243 feet northeast of and parallel to the northeast line of South Throop Street (as measured along the northwest line of South Hillock Avenue),

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number 15674)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

the alley next west of and parallel to North Racine Avenue; a line 100 feet south and parallel to West Altgeld Street; North Racine Avenue; and a line 144 feet south of and parallel to West Altgeld Street,

to those of an RM5 Multi-Unit Residential District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7007)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-2 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 117.6 feet north of and parallel to West George Street; North Sheffield Avenue; a line 93.6 feet north of and parallel to West George Street; a line 67.61 feet west of and parallel to North Sheffield Avenue; West George Street; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(As Amended)
(Application Number A-7008)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 96 feet south of and parallel to West Oakdale Avenue; North Sheffield Avenue; a line 144 feet south of and parallel to West Oakdale Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(As Amended)
(Application Number A-7009)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-2 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Oakdale Avenue; North Sheffield Avenue; a line 24 feet south of and parallel to West Oakdale Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7010)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District and B3-2 Community Shopping District symbols and indications on Map Number 7-G in the area bounded by:

a line 80.62 feet south of and parallel to West Wellington Avenue; North Sheffield Avenue; a line 55.67 feet north of and parallel to West Oakdale Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7011)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-2 Community Shopping District symbols and indications on Map Number 7-G in the area bounded by:

a line 50 feet north of and parallel to West Wellington Avenue; a line 65 feet west of and parallel to North Sheffield Avenue; West Wellington Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7012)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 325 feet north of and parallel to West Wellington Avenue; North Sheffield Avenue; a line 75 feet north of and parallel to West Wellington Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7019)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 7-G in the area bounded by:

the alley next north of and parallel to West Diversey Parkway; a line 250 feet west of and parallel to North Seminary Avenue; West Diversey Parkway; and a line 323.5 feet west of and parallel to North Seminary Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7020)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 7-G in the area bounded by:

the alley next north of and parallel to West Diversey Parkway; a line 216 feet east of and parallel to North Racine Avenue; West Diversey Parkway; and a line 192 feet east of and parallel to North Racine Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-7021)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-2 and B3-5 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 25 feet south of and parallel to West Wolfram Street; North Sheffield Avenue; the alley next south of and parallel to West Wolfram Street; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-H.
(As Amended)
(Application Number 15658)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

North Paulina Street; the alley next north and parallel to West Wrightwood Avenue; a line 57.58 feet east and parallel to North Paulina Street; and West Wrightwood Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-F.
(Application Number 15898)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-F in the area bounded by:

a line 280.99 feet north of and parallel to West 32nd Street; the alley next east of and parallel to South Wallace Street; a line 230.85 feet north of and parallel to West 32nd Street; and South Wallace Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-G.
(As Amended)
(Application Number A-7043)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Neighborhood Shopping District and B3-2 Community Shopping District symbols and indications as shown on Map Number 8-G in the area bounded by:

a line 75 feet south of and parallel to West 31st Street; South Halsted Street; a line 183 feet north of and parallel to West 33rd Street; and the alley next west of and parallel to South Halsted Street,

to B1-2 Neighborhood Shopping District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Neighborhood Shopping District symbols in the area described in Section 1 to Institutional Planned Development Number _____, which is hereby established in the area above described, subject to such use and Bulk Regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development consists of approximately one hundred sixteen thousand six hundred

ninety-three (116,693) square feet (two and sixty-seven hundredths (2.67) acres) net site area which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and which is owned or controlled by the Public Building Commission of Chicago ("Applicant").

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or their successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and Lessees, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder or any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

4. This planned development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan and Landscape Plan; and Building Elevations prepared by Wight and Company, Architects, dated November 16, 2006. Full size sets of the Site and Landscape Plans and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated herein and these and no other zoning controls shall apply.

   The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, the

requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The uses permitted within the area of delineated herein as "Institutional Planned Development" shall be police station, detention facilities, community rooms, accessory parking and other accessory uses, including a telecommunication tower and associated equipment facilities.

6. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Department of Planning and Development.

7. Off-street parking and off-street loading facilities shall be provided in compliance with this planned development, subject to review and approval of the Departments of Transportation and Planning and Development. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.

8. Service drives or other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or fire lanes. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.

9. In addition to the maximum height of any building or any appurtenance thereto, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.

10. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.

11. Improvements of the Property, including landscaping, all entrances and exits to the parking area, shall be designed and installed in substantial conformance with the Site and Landscape Plans, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed

and maintained at all times in accordance with the attached Site and Landscape Plans.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall design, construct and maintain the building located within this planned development consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant will incorporate a partial green roof, and use recycled materials with the goal of obtaining L.E.E.D., Gold level certification. The Applicant shall install a vegetative (green) roof on at least fifty percent (50%) of the gross area of the police station roof totaling approximately twelve thousand (12,000) square feet.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate, and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

15. Unless substantial new construction on the property has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to its prior B1-2 Neighborhood Shopping District and B3-2 Community Shopping District designations.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Site and Landscape Plans; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 95543 through 95551 of this *Journal.*]

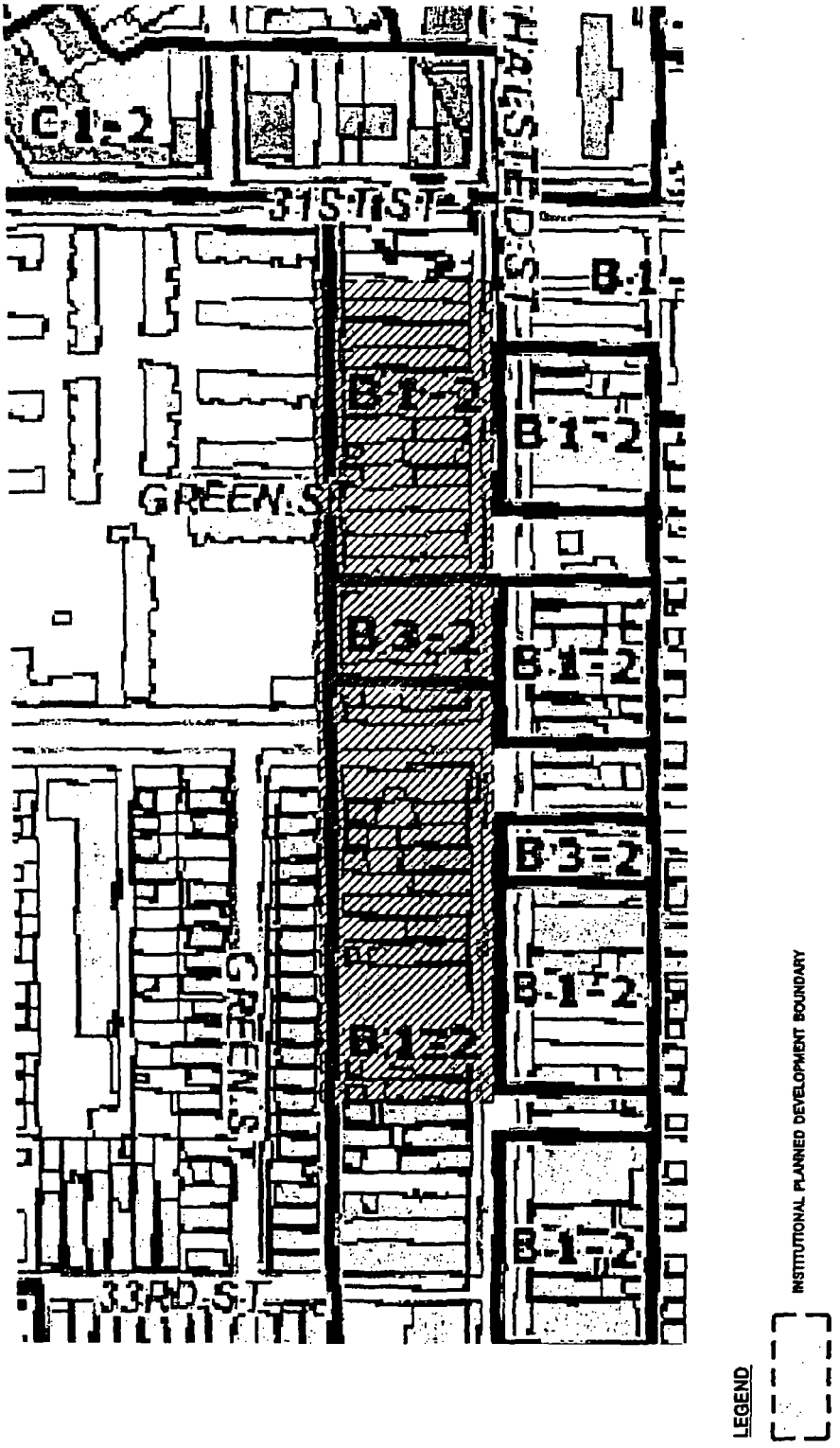
Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Institutional Planned Development Number _____.

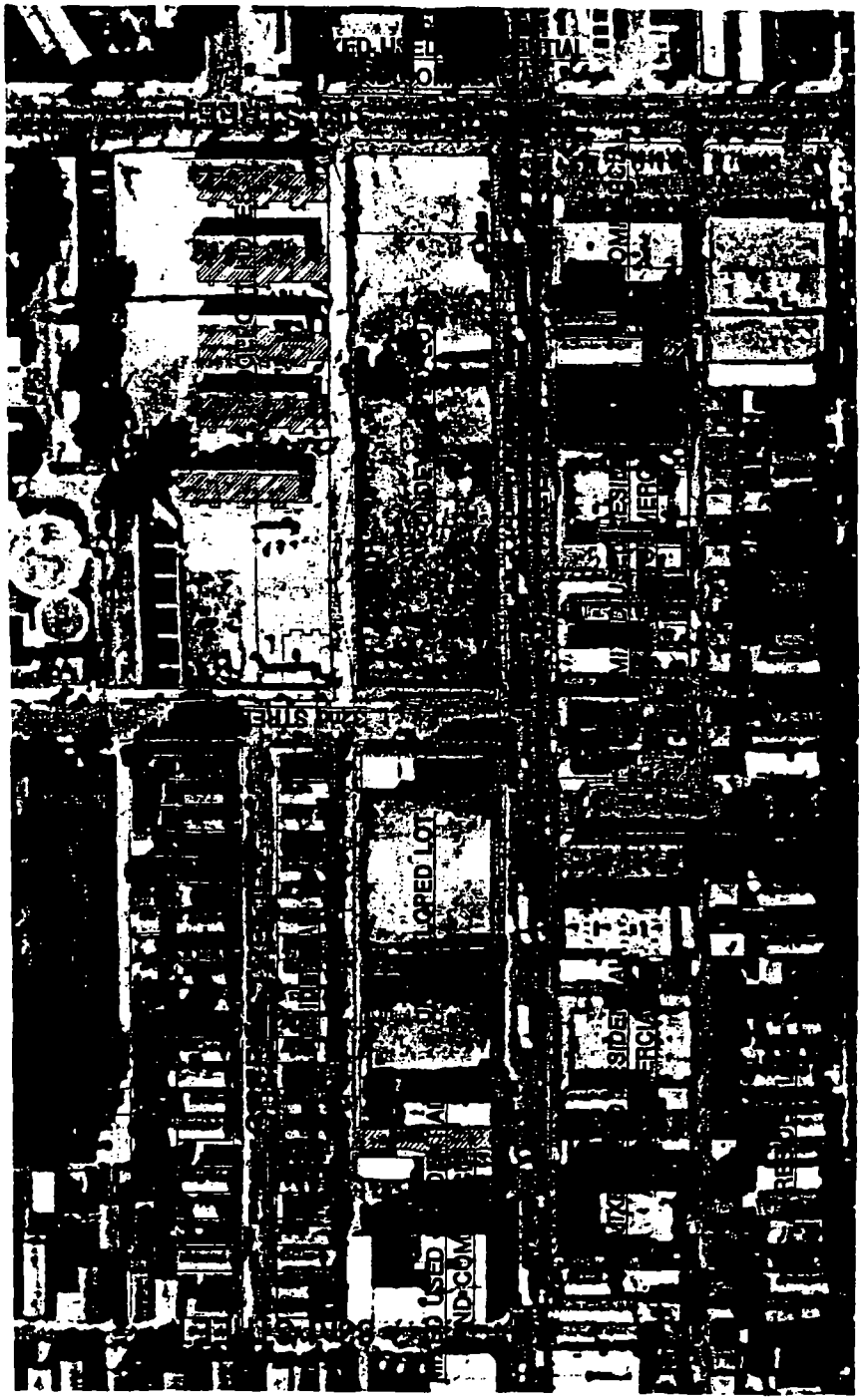
New 9th District Police Station Bulk Regulations And Data Table.

Net Site Area:	116,693.02 square feet (2.67 acres)
Gross Site Area:	153,778.65 square feet (3.53 acres)
Public Area Right-of-Way:	37,085.63 square feet (.8513 acres)
Maximum Floor Area:	2.2
Minimum Number of Off-Street Loading Spaces:	1 at 10 feet by 25 feet
Minimum Number of Off-Street Parking Spaces:	250
Maximum Building Height:	32 feet (excluding mechanical equipment, screening and communication tower)
Minimum Required Setback:	In accordance with the Site Plan
Maximum Percent of Site Coverage:	In accordance with the Site Plan

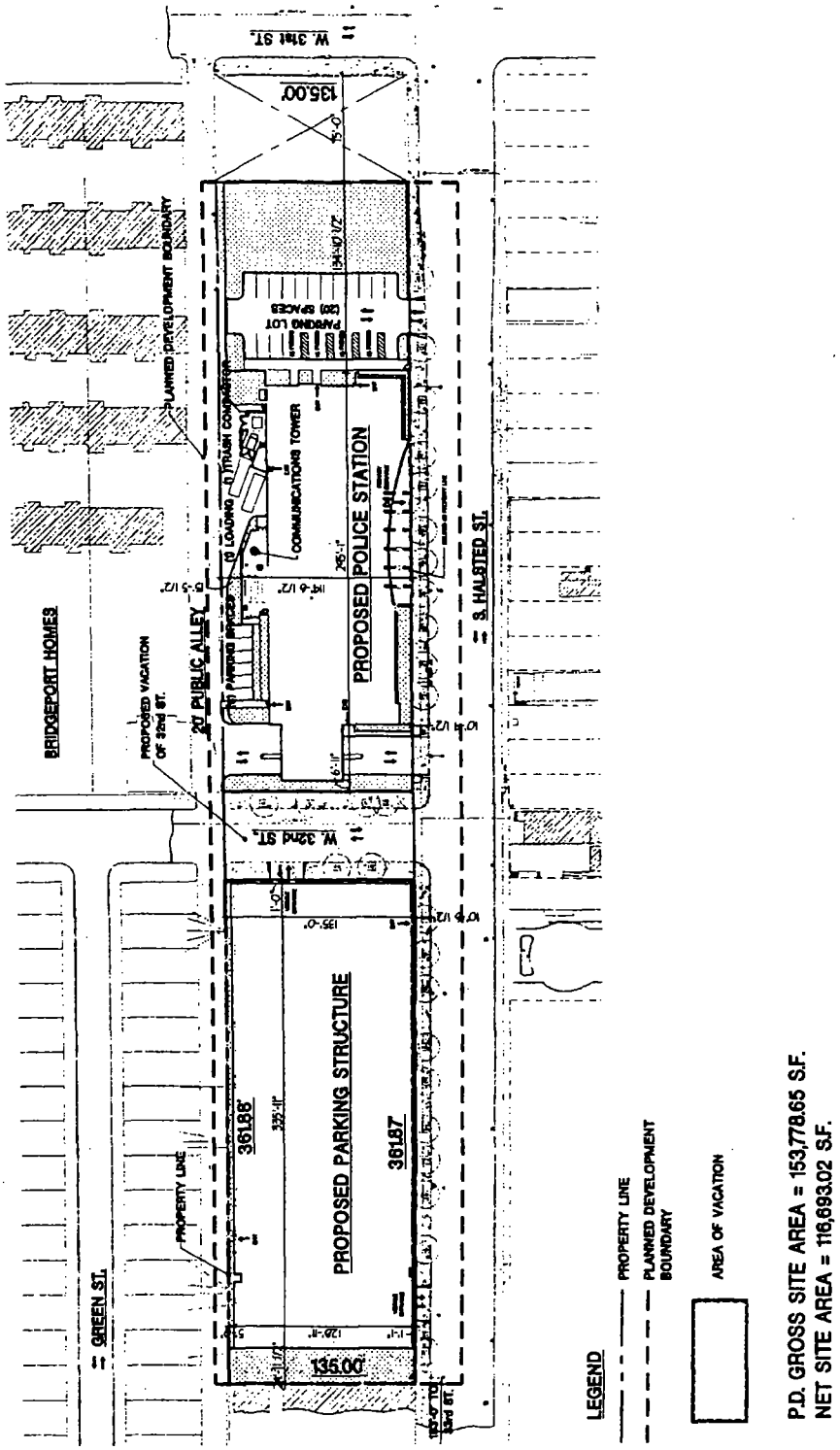
Existing Zoning Map.



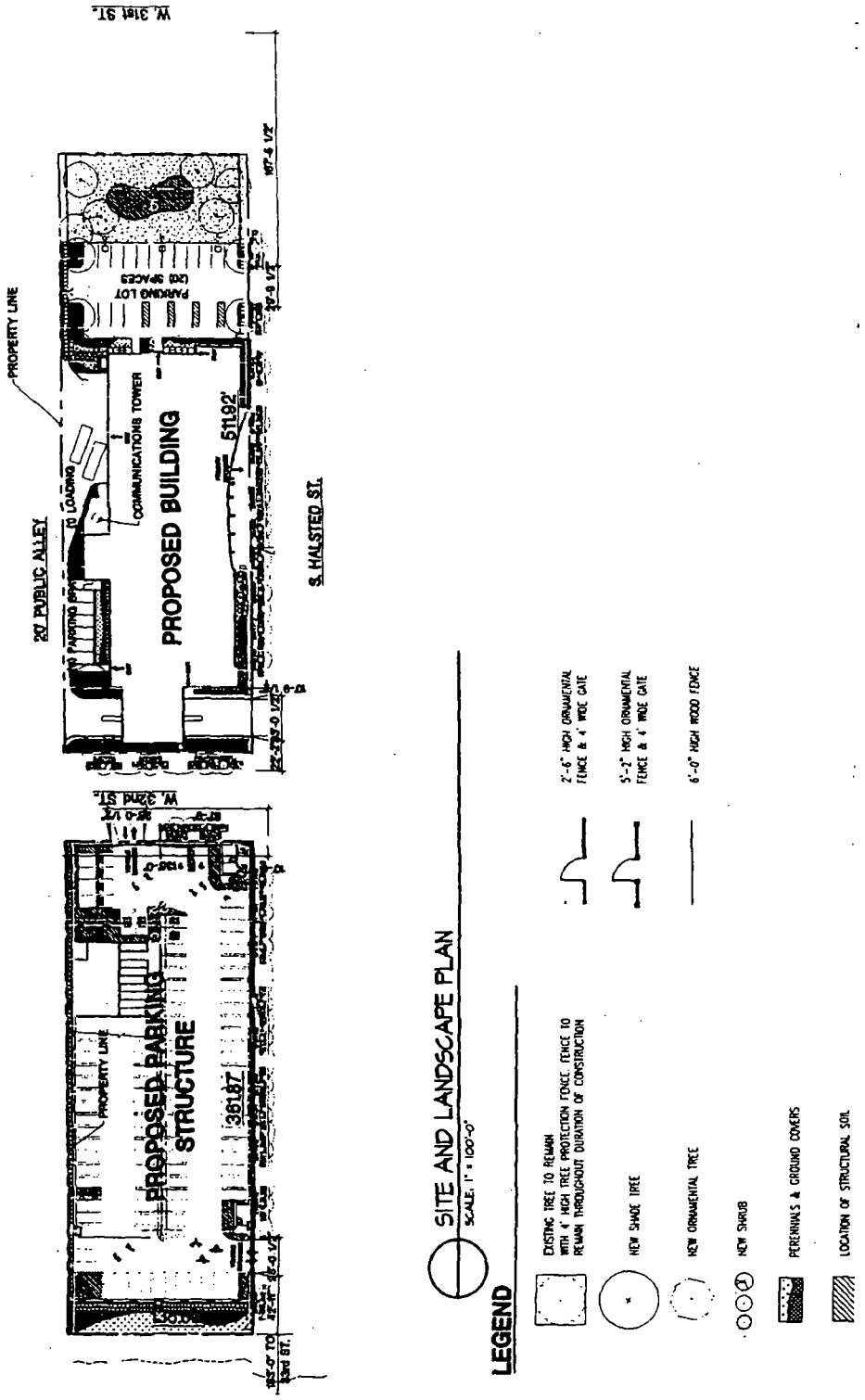
Existing Land-Use Map.



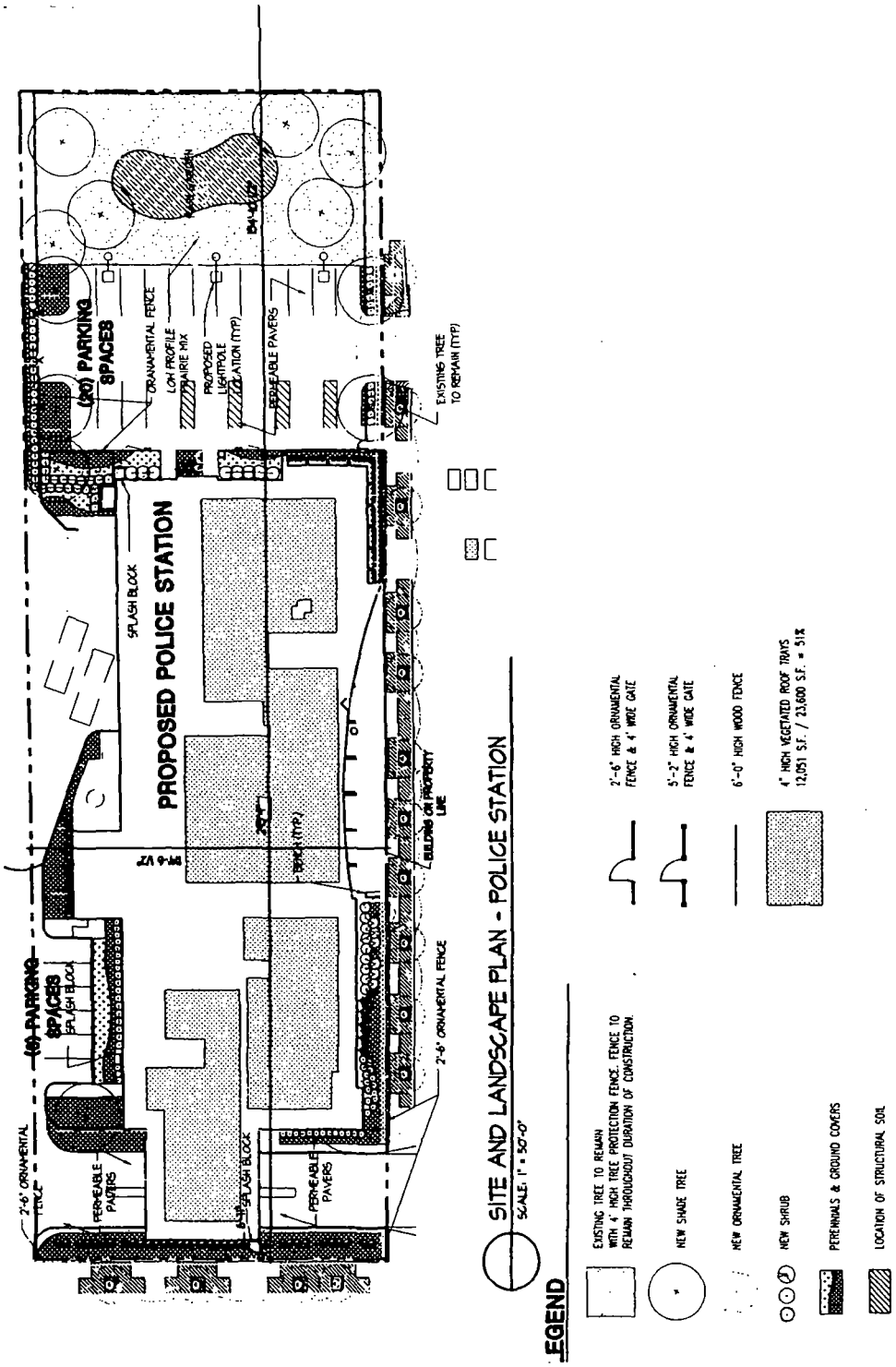
Planned Development Boundary, Property Line
And Right-Of-Way Adjustment Map.



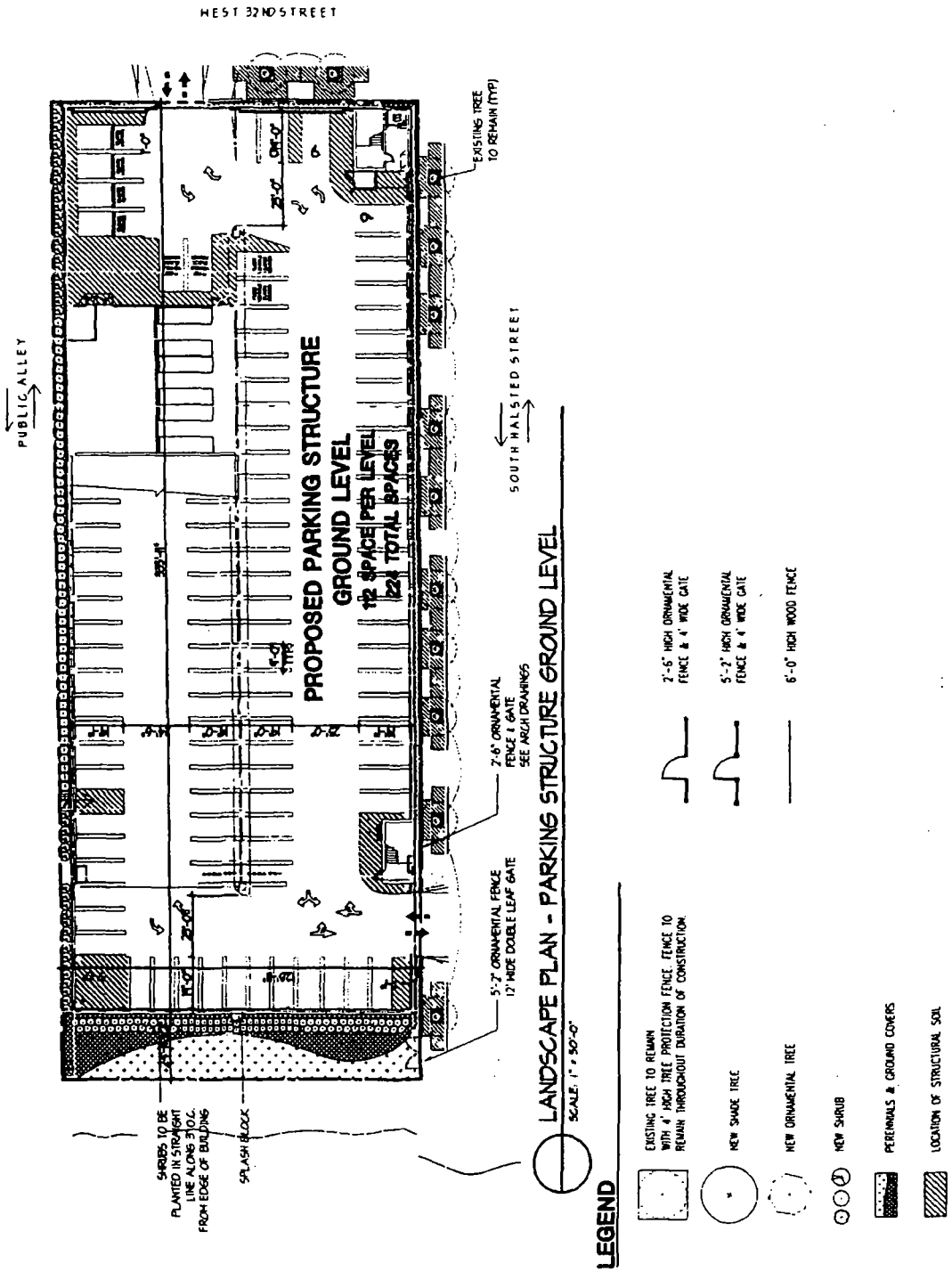
Site And Landscape Plan.



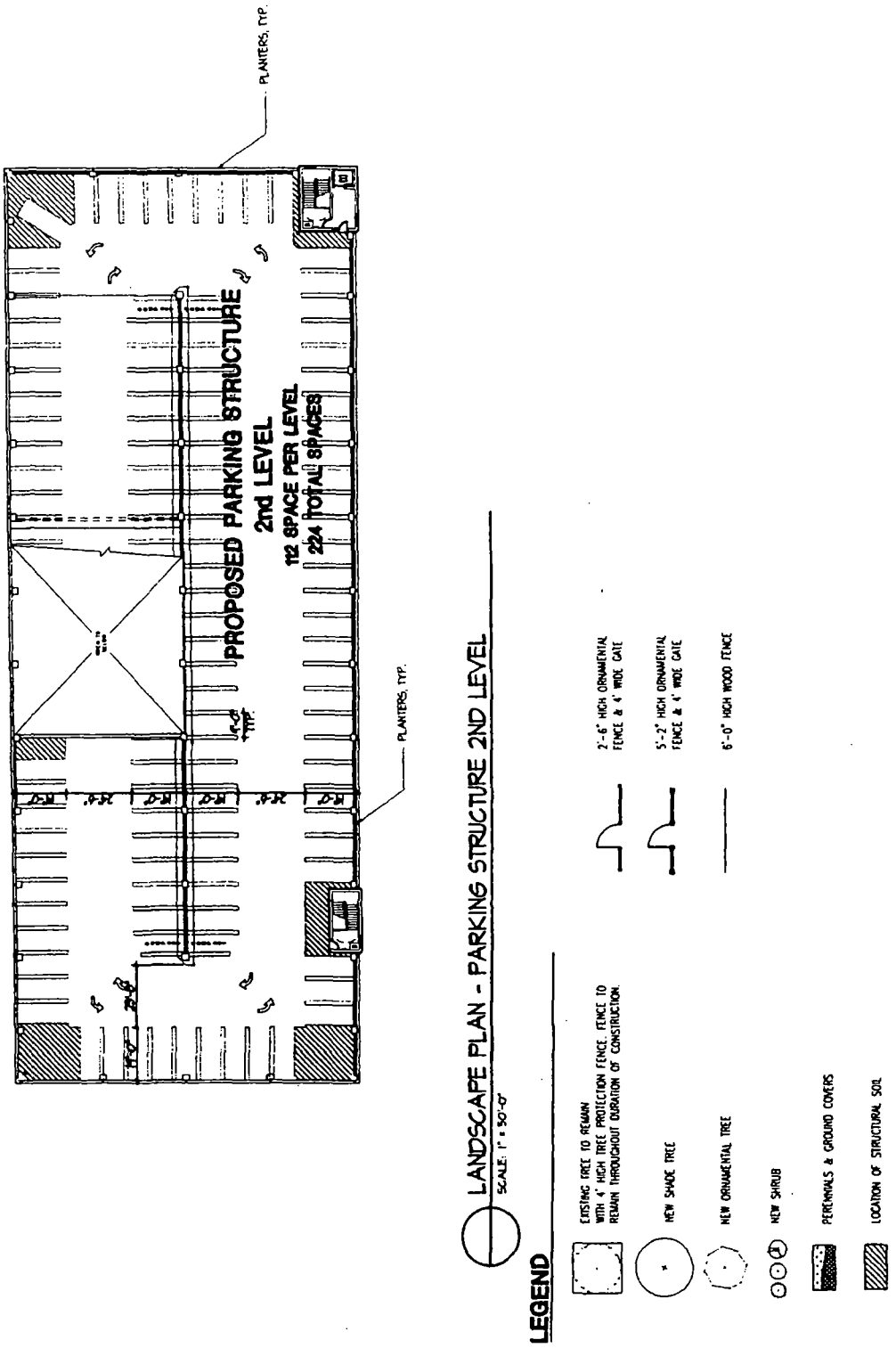
Site And Landscape Plan -- Police Station.



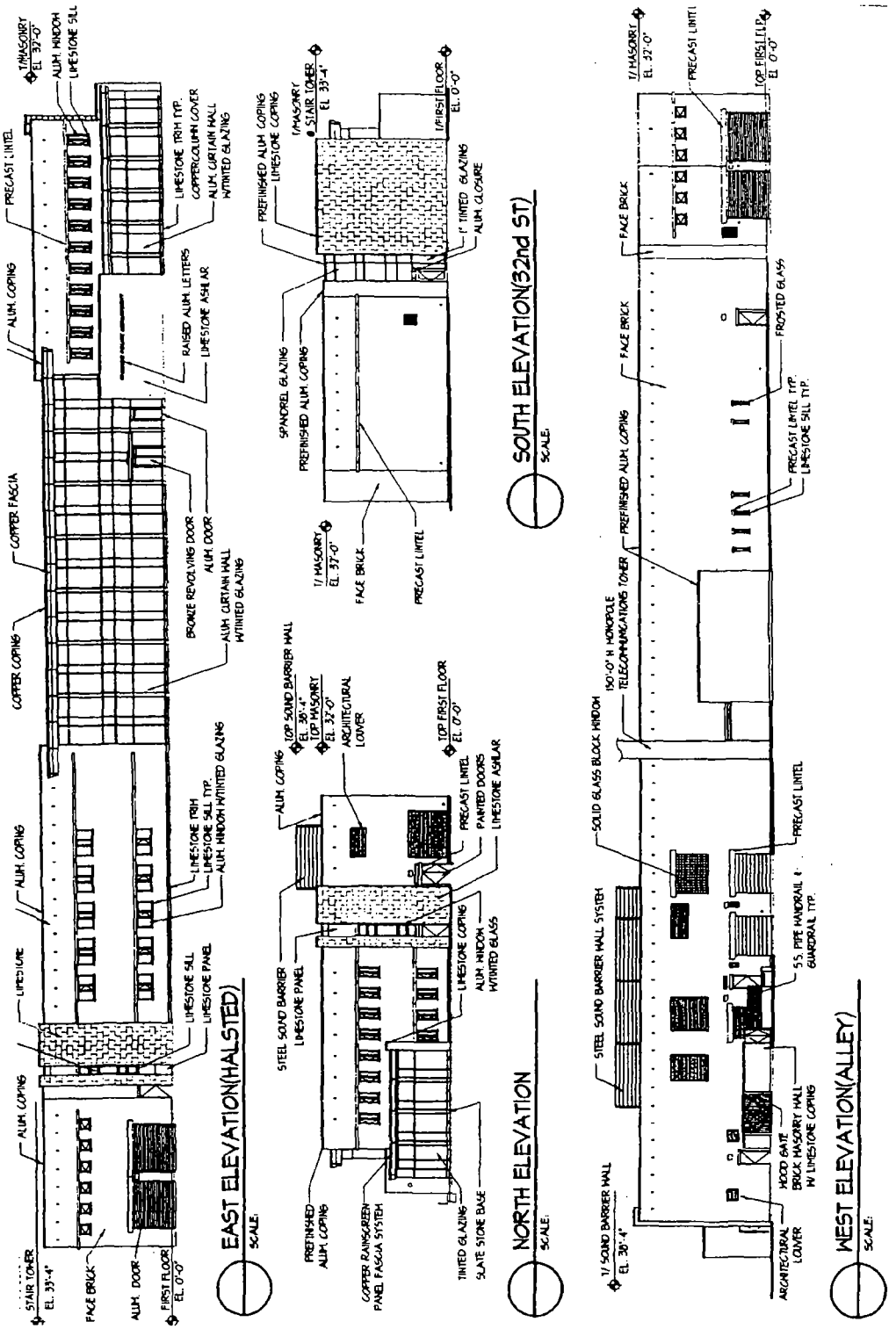
Landscape Plan -- Parking Structure Ground Level.



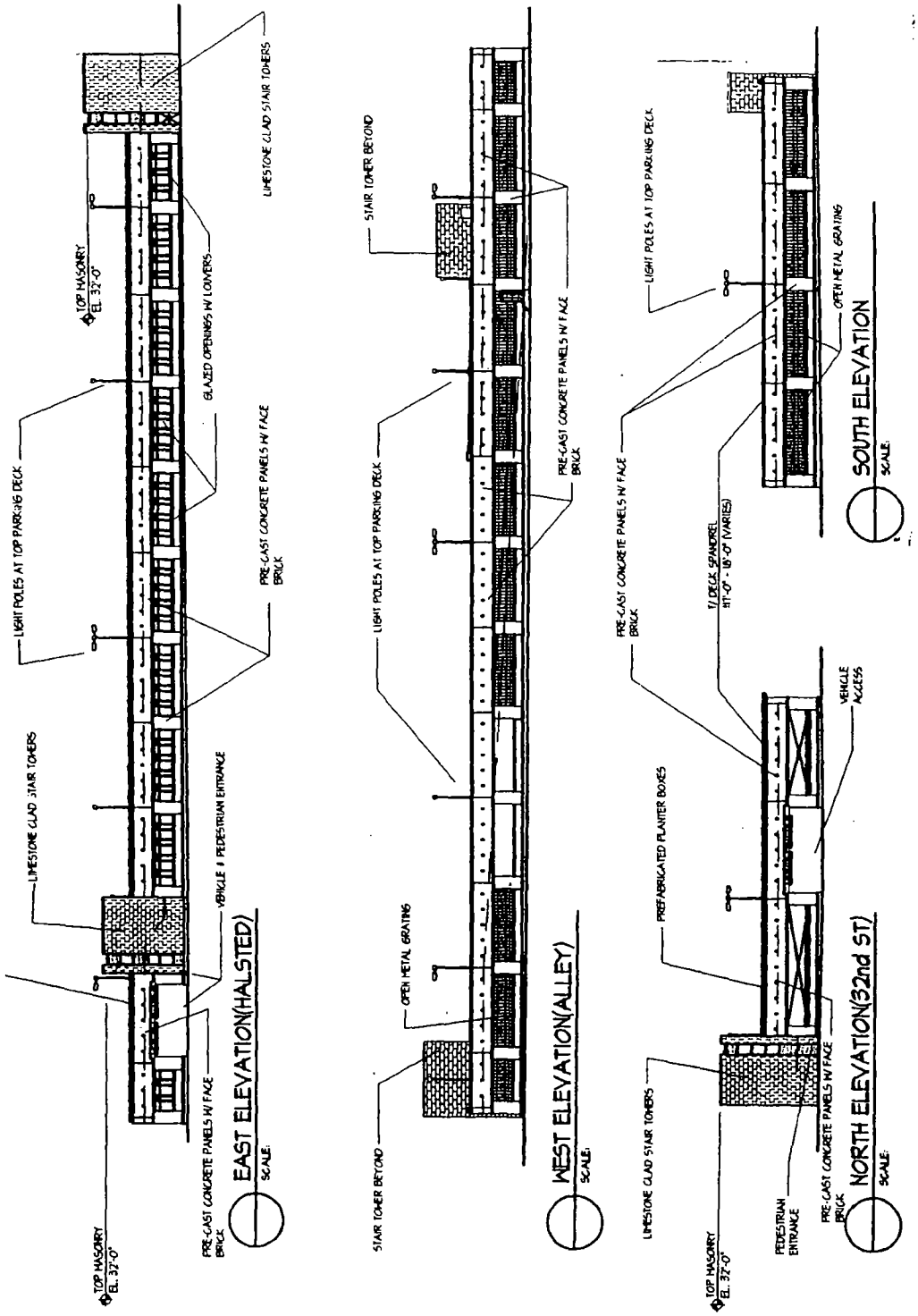
Landscape Plan -- Parking Structure Second Level.



Building Elevations.
(Page 1 of 2)



Building Elevations.
(Page 2 of 2)



Reclassification Of Area Shown On Map Number 9-H.
(Application Number 15861)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit District symbols and indications as shown on Map Number 9-H in the area bounded by:

West Melrose Street; a line 168 feet west and parallel to North Paulina Street; the alley next south and parallel to West Melrose Street; and a line 192 feet west and parallel to North Paulina Street,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-G.
(As Amended)
(Application Number 15911)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 11-G in the area bounded by:

North Dover Street; a line 230.64 feet northwest of West Wilson Avenue; the alley northeast and parallel to North Dover Street; and a line 190.64 feet northwest of West Wilson Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-J.
(Application Number 15918)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 11-J in the area bounded by:

West Leland Avenue; North Kedzie Avenue; C.T.A. railroad right-of-way; and the north/south public alley west of and parallel to North Kedzie Avenue,

to those of a B3-3 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 15-G.
(Application Number 15915)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 15-G in the area bounded by:

North Glenwood Avenue; the alley next north and parallel to West Ardmore Avenue; the alley next east and parallel to North Glenwood Avenue; and a line 100 feet north and parallel to West Ardmore Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 17-G.
(As Amended)
(Application Number A-5876)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 17-G in the area bounded by:

the public alley next north of and parallel to West Farwell Avenue; a line 300 feet east of and parallel to West Lakewood Avenue; West Farwell Avenue; the public alley next west of and parallel to North Sheridan Road; the public alley next south of and parallel to West Farwell Avenue; a line 300 feet east of and parallel to North Lakewood Avenue; West Farwell Avenue; and the public alley next east of and parallel to North Lakewood Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-H.
(As Amended)
(Application Number A-6008A)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-H in the area bounded by:

West Estes Avenue; a line 250 feet west of and parallel to North Wolcott Avenue; the public alley next north of West Greenleaf Avenue; a line 190 feet west of and parallel to North Wolcott Avenue; West Estes Avenue; a line 117 feet west of and parallel to North Wolcott Avenue; the public alley next north of West Greenleaf Avenue; North Wolcott Avenue; the public alley next north of and parallel to

West Lunt Avenue; a line 100 feet west of and parallel to North Wolcott Avenue; a line 112 feet north of and parallel to West Lunt Avenue; North Wolcott Avenue; West Lunt Avenue; a line 50 feet west of and parallel to North Wolcott Avenue; the public alley next south of and parallel to West Lunt Avenue; a line 135 feet west of and parallel to North Wolcott Avenue; West Lunt Avenue; a line 200 feet west of and parallel to North Wolcott Avenue; the public alley next south of and parallel to West Lunt Avenue; a line 450 feet west of and parallel to North Wolcott Avenue; West Lunt Avenue; a line 200 feet east of and parallel to North Damen Avenue; the public alley next north of and parallel to West Lunt Avenue; a line 50 feet east of North Damen Avenue; West Greenleaf Avenue; a line 100 feet east of North Damen Avenue; the public alley next south of and parallel to West Estes Avenue; and a line 50 feet east of North Damen Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-H.
(As Amended)
(Application Number A-6008B)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RS3 Residential Single-Unit District symbols and indications as shown on Map Number 17-H in the area bounded by:

the public alley next north of and parallel to West Estes Avenue; a line 440 feet east of and parallel to North Wolcott Avenue; West Estes Avenue; a line 300 feet east of and parallel to North Wolcott Avenue; West Greenleaf Avenue; a line 250 feet east of and parallel to North Wolcott Avenue; the public alley next north of and parallel to West Greenleaf Avenue; a line 100 feet east of and parallel to North Wolcott Avenue; West Estes Avenue; and a line 150 feet east of and parallel to North Wolcott Avenue,

to those of an RS2 Residential Single-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 17-H.
(As Amended)
(Application Number A-6008C)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-H in the area bounded by:

West Greenleaf Avenue; a line 548.66 feet east of and parallel to North Wolcott Avenue; the public alley next north of and parallel to West Lunt Avenue; a line 450.57 feet east of and parallel to North Wolcott Avenue; West Lunt Avenue; a line 386.5 feet east of and parallel to North Wolcott Avenue; the public alley next south of and parallel to West Lunt Avenue; a line 234 feet east of and parallel to North Wolcott Avenue; West Lunt Avenue; a line 250 feet east of and parallel to North Wolcott Avenue; the public alley next north of and parallel to West Lunt Avenue; a line 233.9 feet east of and parallel to North Wolcott Avenue; West Greenleaf Avenue; a line 299.9 feet east of and parallel to North Wolcott Avenue; the public alley next north of and parallel to West Lunt Avenue; and a line 349.9 feet east of and parallel to North Wolcott Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-I.
(Application Number A-7000)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS1 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-I in the area bounded by:

the public alley next north of and parallel to West Farwell Avenue; a line 442 feet west of and parallel to North California Avenue; the public alley next north of

and parallel to West Pratt Avenue; North Francisco Avenue; West Pratt Avenue; and North Sacramento Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 18-B.
(Application Number 15925)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the current B3-2 (Community Shopping), C1-2 (Neighborhood Commercial); and RT4 (Residential Two- Flat, Townhouse and Multi-Unit) District symbols and indications as shown on Map Number 18-B in the area bounded by:

East 78th Street; a line 71 feet east of and parallel to the west right-of-way line of South Exchange Avenue; East 79th Street; and a line 29 feet east of and parallel to the west right-of-way line of South Exchange Avenue,

to the designation of a T (Transportation) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 19-H.
(Application Number 15906)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District/Cl-2 Neighborhood Commercial District symbols and indications as shown on Map Number 19-H in the area bounded by:

North Rogers Avenue; a line 64.38 feet in length perpendicular to North Rogers Avenue commencing at a point 101.24 feet northeast of the intersection of North Paulina Street and North Rogers Avenue; a line 16.59 feet in length connecting the line immediately previously stated with the line immediately next stated; a line 68.83 feet in length 136 feet east of and parallel to North Paulina Street; West Fargo Avenue; a line 52.27 feet in length commencing at a point 76 feet east of and parallel to North Paulina Street; and a line 52.27 feet in length perpendicular to North Rogers Avenue commencing at a point 57.24 feet northeast of the intersection of North Paulina Street and North Rogers Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. The ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 19-H.
(As Amended)
(Application Number A-7058)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business-Transportation Planned Development Number 641 symbols and indications as shown on Map Number 19-H in the area bounded by:

West Howard Street; North Clark Street; a line 75 feet south of and parallel to West Howard Street; a line 153.84 feet east of the east line of North Clark Street along the south line of West Howard Street and perpendicular to West Howard Street; West Howard Street; the east line of the Chicago Transit Authority right-of-way (Chicago, Milwaukee, St. Paul and Pacific Railroad); North Rogers Avenue; a line 767 feet southwest of the east line of the Chicago Transit Authority right-of-way (Chicago, Milwaukee, St. Paul and Pacific Railroad) and parallel to North Paulina Street; a line 187.58 feet north of North Rogers Avenue, measured from the centerline of North Rogers Avenue and parallel to West Birchwood Avenue; the west line of the alley next east of North Clark Street; a line extending southwesterly and generally parallel to West Birchwood Avenue, from a point 225 feet south of West Birchwood Avenue extending southwest and perpendicular to North Clark Street at a point 262.5 feet south of West Birchwood Avenue; North Clark Street; West Birchwood Avenue; and the east line of the Chicago and Northwestern Railroad to the point of beginning,

to those of Residential-Business-Transportation Planned Development Number 641, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Business -Residential-Transportation Planned Development Number 641, As Amended.

Plan Of Development Statements.

1. The area delineated herein as a Business-Residential-Transportation Planned Development, as amended (the "Planned Development") consists of approximately fifteen and fourteen hundredths (15.14) acres of net property (the "Property") as shown on the drawing attached hereto entitled "Planned Development and Property Line Boundary Map" and is to be rezoned by the Applicant, the City of Chicago ("City") pursuant to its home rule authority, by and through Alderman Joseph A. Moore (the "Applicant").

2. The Applicant or the owners and legal titleholders of the Property (singly, the "Owner" and collectively, the "Owners") or their respective successors, assignees or grantees, as applicable, shall obtain all necessary federal, state and local approvals and permits, and all other official reviews, approvals and permits required in connection with this Planned Development. Any dedication or vacation of streets or alleys or easements or any adjustment of City rights-of-way shall require a separate submittal on behalf of the Applicant or any Owner, as applicable and their respective successors, assignees or grantees, and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Owners of the Property, and their respective successors and assigns (including any condominium or homeowners' association which is formed), grantees and lessees. All rights granted hereunder shall inure to the benefit of the Owners and their successors, assignees or grantees (including any homeowners' association which is formed). Furthermore, pursuant to the requirements of Article 17-8-0400 of the Chicago Zoning Ordinance, the Property, or any portion thereof designated herein as a subarea, shall be under single ownership or unified control at the time any applications for amendments,

modifications or changes (administrative, legislative or otherwise) to this Planned Development are made. Unified control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the Owners of the Property, or any portion thereof designated herein as a subarea, and any ground lessors (and where a condominium or homeowners' association is formed, on behalf of the condominium owners or homeowners, by said association).

4. This Planned Development consists of these fifteen (15) statements and the following exhibits:

Exhibit A -- Bulk Regulations and Data Table.

Exhibit B -- Planned Development and Property Line Boundary Map.

Exhibit C -- Existing Land-Use Map.

Exhibit D -- Existing Zoning Map.

Exhibit E -- Planned Development subarea Map.

Exhibit F -- Generalized Land-Use Map.

Exhibit G -- Subarea A Boundary Map.

Exhibit H -- Subarea B Boundary Map.

Exhibit I -- Subarea C Boundary Map.

Exhibit J -- Subarea D Boundary Map.

Exhibit K -- Subarea E Boundary Map.

Exhibit L -- Subarea E Landscape/First Floor Plan.

Exhibit M -- Subarea E Second Floor Plan.

Exhibit N -- Subarea E Third Floor Plan.

Exhibit O -- Building Elevations, Subarea E.

Exhibit P -- Building Elevations, Subarea E.

Exhibit Q -- Building Elevations, Subarea E.

A full size of the Floor Plans, Site Plans, Landscape Plans and Building Elevations is on file with the Department of Planning and Development.

5. The following uses shall be permitted within the boundaries of the Planned Development:

Subarea A:	Retail, offices, ground floor auto repair, body and painting establishments, outdoor or indoor accessory and non-accessory parking, storage, public transportation uses including bus stations and train stations, public open space, and all uses which are permitted uses in the B3-2 Community Shopping District, except residential.
Subarea B:	Retail, restaurants, outdoor or indoor accessory and non-accessory parking, public open space, storage and all uses which are permitted uses in the B3-2 Community Shopping District, except residential.
Subarea C:	Residential units for the elderly and dwelling units for staff and employees for such facilities, public and private open space, outdoor or indoor accessory parking, and all other uses which are accessory to residential units for the elderly.
Subarea D:	Drive-through banks, and other drive-through facilities, public open space, outdoor or indoor accessory and non-accessory parking, and all uses which are permitted uses in the B3-2 Community Shopping District, except residential.
Subarea E:	Public transportation uses including bus stations and train stations, public open space, and all uses which are permitted uses in the B3-2 Community Shopping District, except residential.

Permitted uses are subject to the Bulk Regulations and Data Table and related controls which are made a part of this Plan of Development.

6. Business and business identification signs and residential identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals. A maximum of three (3) pylon signs shall be allowed. All other signage shall be restricted to glazed areas or to sign bands, and shall be designed and located consistently as part of a sign package for the complex.

7. Any service drive or other ingress or egress shall be adequately designed and paved to provide ingress and egress for motor vehicles, including emergency vehicles, in accordance with the regulations of the Department of Streets and Sanitation, and shall be in compliance with the Municipal Code of the City of Chicago. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.

8. In addition to the maximum height of the buildings and any appurtenance hereto prescribed in the Planned Development, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.

9. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio (F.A.R.) calculations, the definitions contained in the Chicago Zoning Ordinance shall apply.

10. The improvements on the Property, including the buildings, exterior landscaping along the adjacent rights-of-way, and all entrances and exits to and from the buildings and their associated parking and loading areas shall be designed, constructed and maintained in substantial conformance with the exhibits described in Statement 4 hereof. In addition, the improvements on the property shall be subject to the following development parameters:

    A. Landscape Design: All projects submitted to the Department of Planning and Development shall have a Landscape Plan. The Landscape Plan shall continue the planting design traditions established in the City of Chicago for other retail and mixed-use developments, consisting of lawns, canopy shade trees, ornamental flowering trees and shrubs and flower beds where appropriate. In addition, the Landscape Plan shall adhere to the parkway planting provisions of the

Chicago Zoning Ordinance and corresponding guidelines and regulations for installation of shade trees along the City parkways.

B. Parking Lot Landscaping: Parking lots and pedestrian walks shall meet the Landscape Ordinance minimum, and shall provide clustered areas of planting to soften the effect of the large parking lot.

C. Plaza Area Landscaping: The plaza area shall be improved with landscaped areas, benches, lighting and decorative pavement. Artwork and/or fountains are encouraged in addition to the above.

D. Unified Design: Differences in scale between the buildings, atrium and retail wings within Subarea B shall be resolved by means of similar materials, proportions, and by consistent architectural elements such as canopies, piers, lighting, et cetera.

E. Building Materials: The predominant material visible from public streets, parking lots and C.T.A. rights-of-way shall be brick masonry with stone or concrete accents to complement the character of the surrounding neighborhood. Dryvit or other stucco-like material shall be prohibited.

F. Building Articulation: The upper floors of the building facing the parking lot shall have glazing, tile, metal or stone artwork, or other relief so as to avoid the appearance of blank masonry walls.

G. Facades Facing Public Streets: All facades facing public streets, parking lots, and C.T.A. rights-of-way shall be pedestrian-oriented by their use of glass storefronts, decorative brickwork, landscaping, et cetera, at the ground level. In particular, the retail wing facing West Howard Street on the north side and the parking lot on the south side shall have storefront windows and pedestrian entrances at street level on both sides. Also, the grocery store wing closest to and facing Clark Street shall have at least fifty percent (50%) glazing and shall be treated as a primary facade due to its high visibility.

H. Design Enhancements. The use of contemporary, festive design forms and features is encouraged.

I. Loading Locations: Loading areas shall be situated and designed to minimize their visibility and to cut down on noise.

11. The Owner acknowledges that it is in the public interest to design, construct and maintain all buildings and improvements on the Property in a manner which promotes energy efficiency and maximizes the conservation of energy resources. The Owner shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

12. The Owner acknowledges that it is in the public interest to design, construct and maintain the buildings to be constructed within this Business-Transit Planned Development in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements to be constructed on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

13. The terms, conditions and exhibits of the Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant or the Owners of the Property, or with respect to minor changes affecting a Subarea, the Owners of the Property within said Subarea, and after a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 17-13-0611 of the Chicago Zoning ordinance. Notwithstanding the provisions of the subclause (4) of Section 17-13-0611 of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, and reduction in the periphery setbacks, or an increase of the maximum percent of land covered.

14. The Applicant and owners of the Property, their successors, assigns or grantees, as applicable, hereby acknowledge that the parking garage located at 7474 North Rogers Avenue in Subarea A may be conveyed in the future to the Chicago Transit Authority ("C.T.A."). In the event that the C.T.A. acquires the parking garage and subsequently demolishes it, the remaining buildings and uses in the Planned Development shall be allowed to remain in operation and shall not be considered a nonconforming development with respect to parking and loading as defined in the Chicago Zoning Ordinance. It is the intent of this paragraph that the buildings and uses located in this Planned Development shall remain lawfully established uses notwithstanding the demolition of the parking garage. No additional parking spaces or loading berths will be required to replace the parking spaces and loading berths of the demolished parking garage.

15. Unless substantial construction has commenced within six (6) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to that of the pre-existing B3-2 Community Shopping District. The six (6) year period may be extended for up to one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that good cause for an extension is shown.

[Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N","O", "P" and "Q" referred to in these Plan of Development Statements printed on pages 95568 through 95583 of this *Journal.*]

Exhibit "A" referred to in these Plan of Development Statements reads as follows:

Exhibit "A".
Business-Residential-Transportation Planned Development Number 641, As Amended.

Planned Of Development Bulk Regulations And Data Table.

Site Area:

Gross Site Area = Net Site Area + Area Remaining in Public Right-Of-Way:

Subarea	Gross Site Area	Net Site Area	Floor Area Ratio
	Square Feet (Acres)	Square Feet (Acres)	
Subarea A	152,869.41 (3.51)	84,642.00 (1.94)	0.815
Subarea B	514,650.50 (11.81)	456,362.20 (10.48)	0.8
Subarea C	46,654.00 (1.07)	32,950.70 (0.76)	3.4
Subarea D	88,852.90 (2.04)	51,125.60 (1.17)	0.1
Subarea E	75,352.19 (1.73)	34,556.20 (0.79)	1.3
TOTAL:	878,379.00 (20.16)	659,636.70 (15.14)	--

Area Remaining in Public Way: 218,742.30 square feet (5.02 acres)

Loading:

Subarea	Minimum Berths
Subarea A	1
Subarea B	9
Subarea C	1
Subarea D	0
Subarea E	0
TOTAL:	11

Parking:

Subarea	Minimum Spaces	Handicapped Spaces	Percentage Of Requirement
Subarea A	659	13	2%
Subarea B	571	12	2%
Subarea C	30	1	3%
Subarea D	30	2	7%
Subarea E	0	0	--
TOTAL:	1,290	28	2%

Dwelling Units:

Subarea C	120 units

Building Height:

Subarea	Maximum Height	Remarks
Subarea A	53 feet	
Subarea B	100 feet	From Lowest Elevation
Subarea C	120 feet	
Subarea D	30 feet	
Subarea E	53 feet	

Minimum Periphery Setbacks:	In accordance with Site Plan
Maximum Percent Site Coverage:	In accordance with Site Plan

Exhibit "B".

Planned Development And Property
Line Boundary Map.

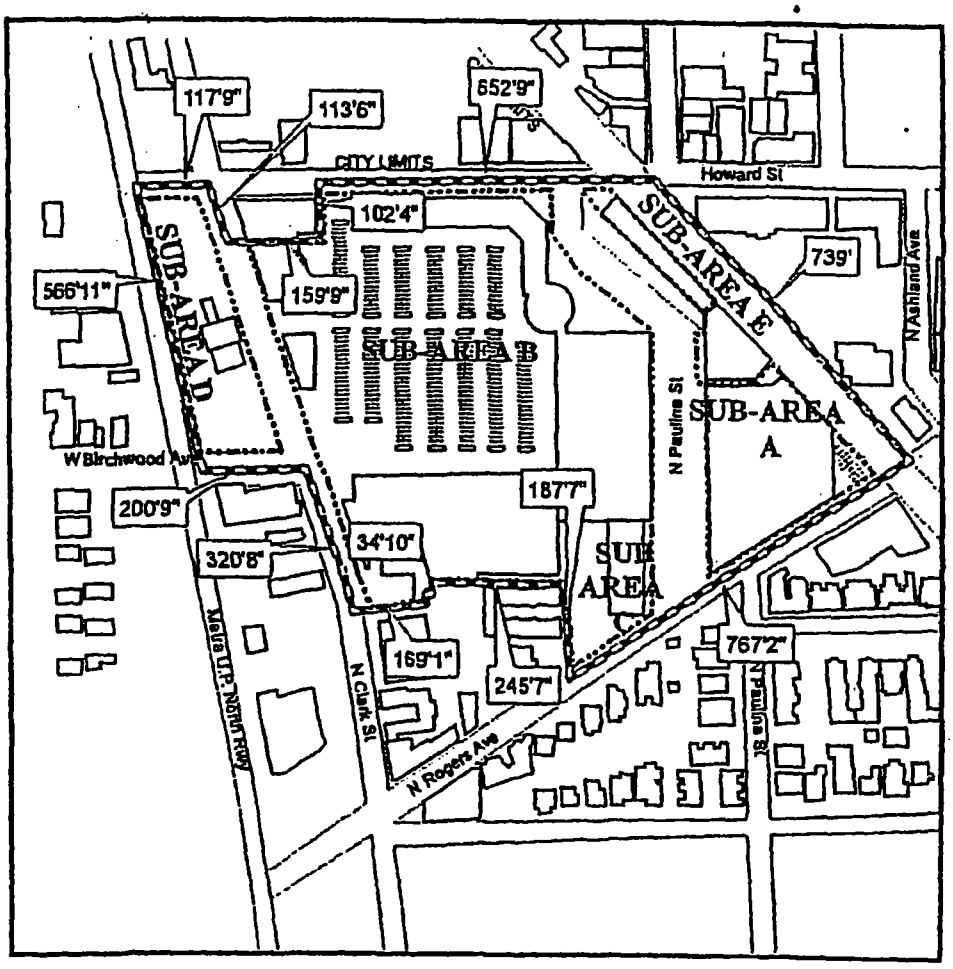


Exhibit "C".

Existing Land-Use Map.

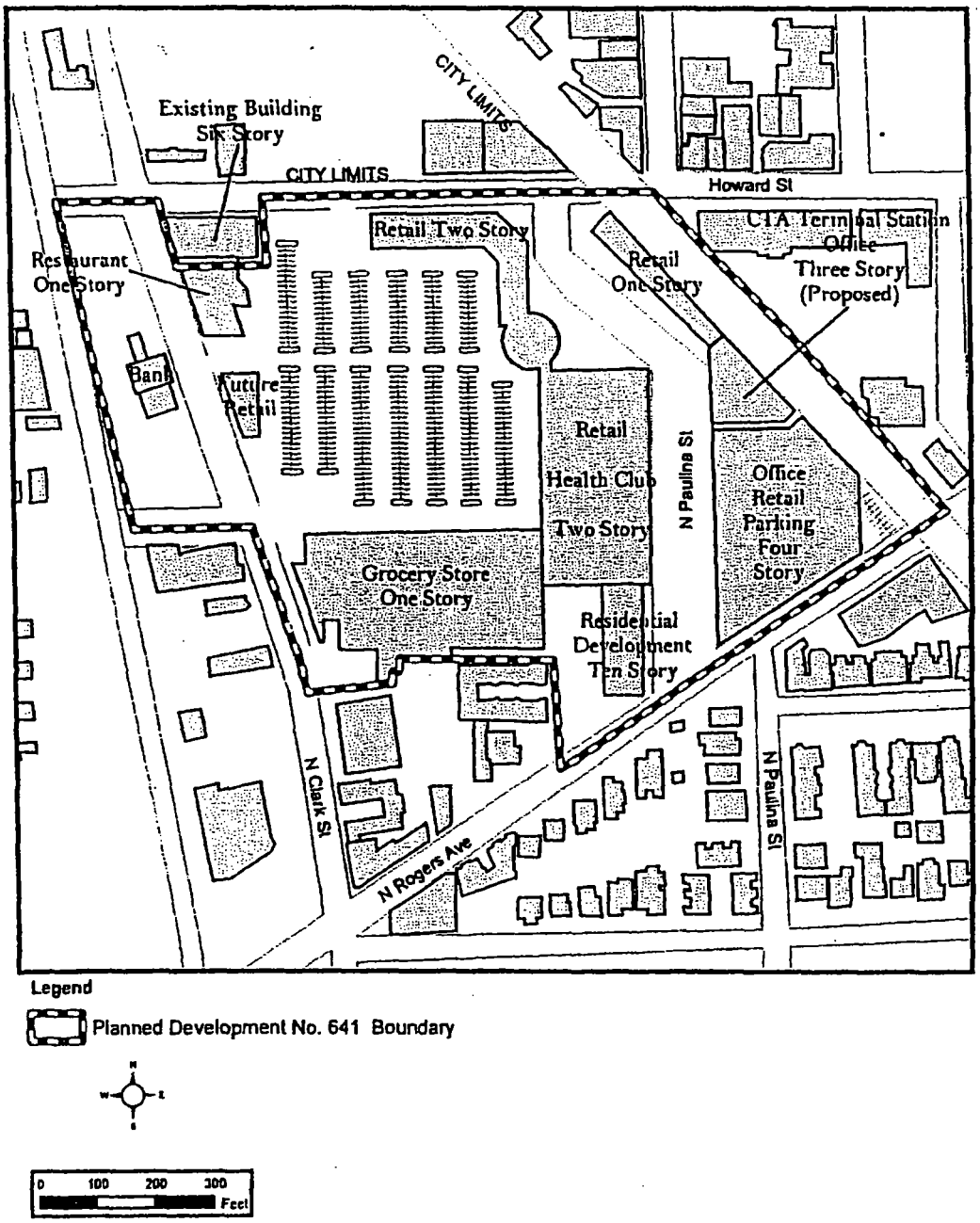
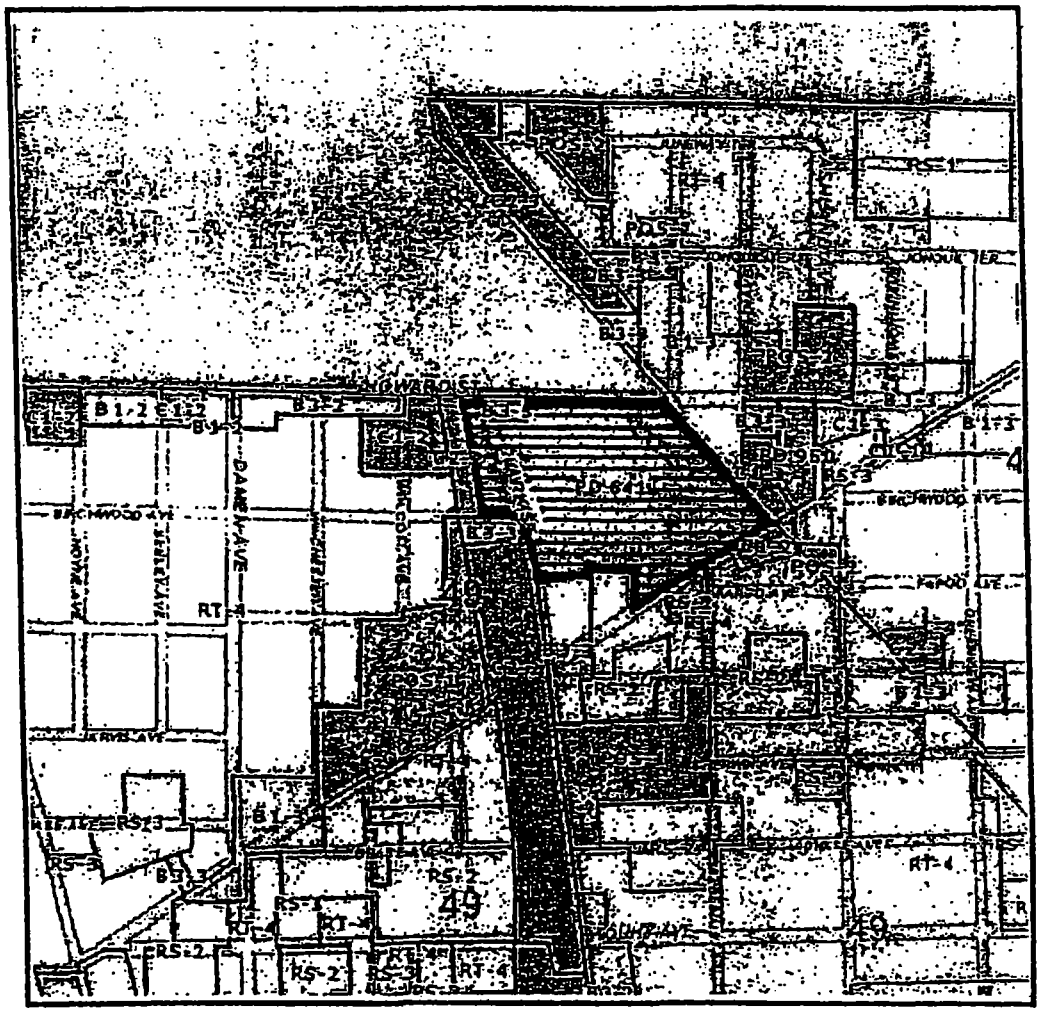


Exhibit "D".

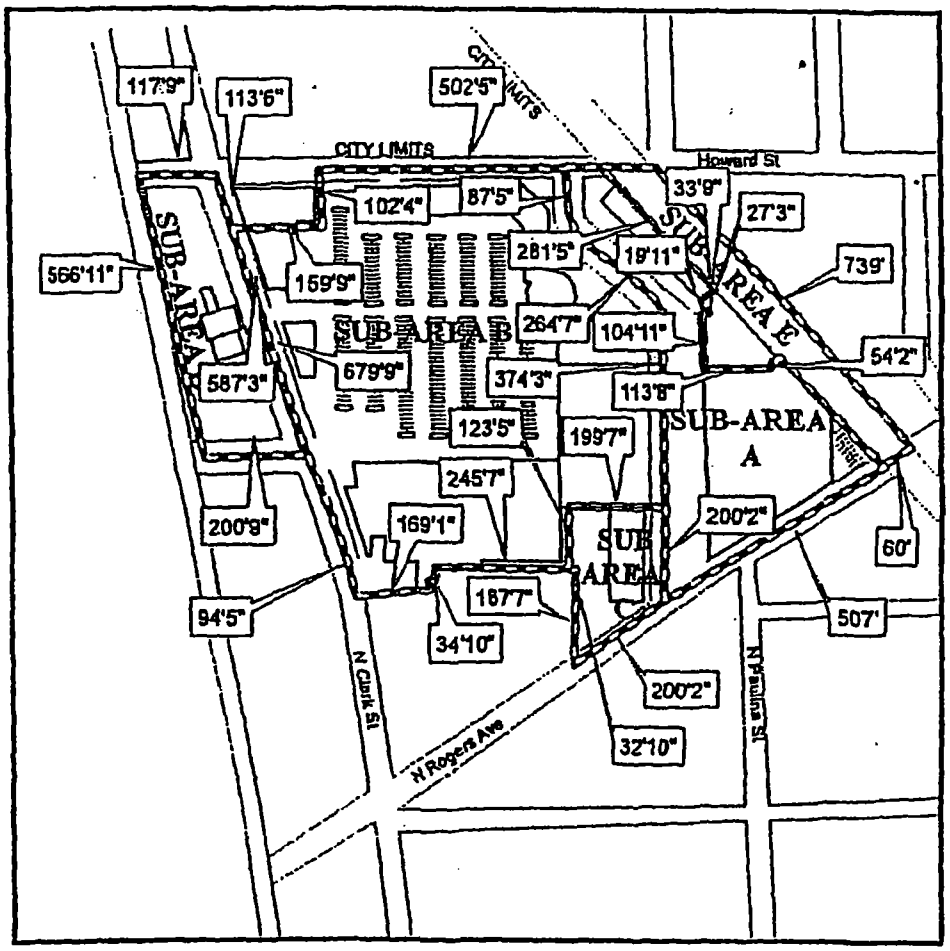
Existing Zoning Map.



Not to Scale

Exhibit "E".

Planned Development Subarea Map.



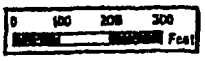


Exhibit "F".

Generalized Land-Use Map.

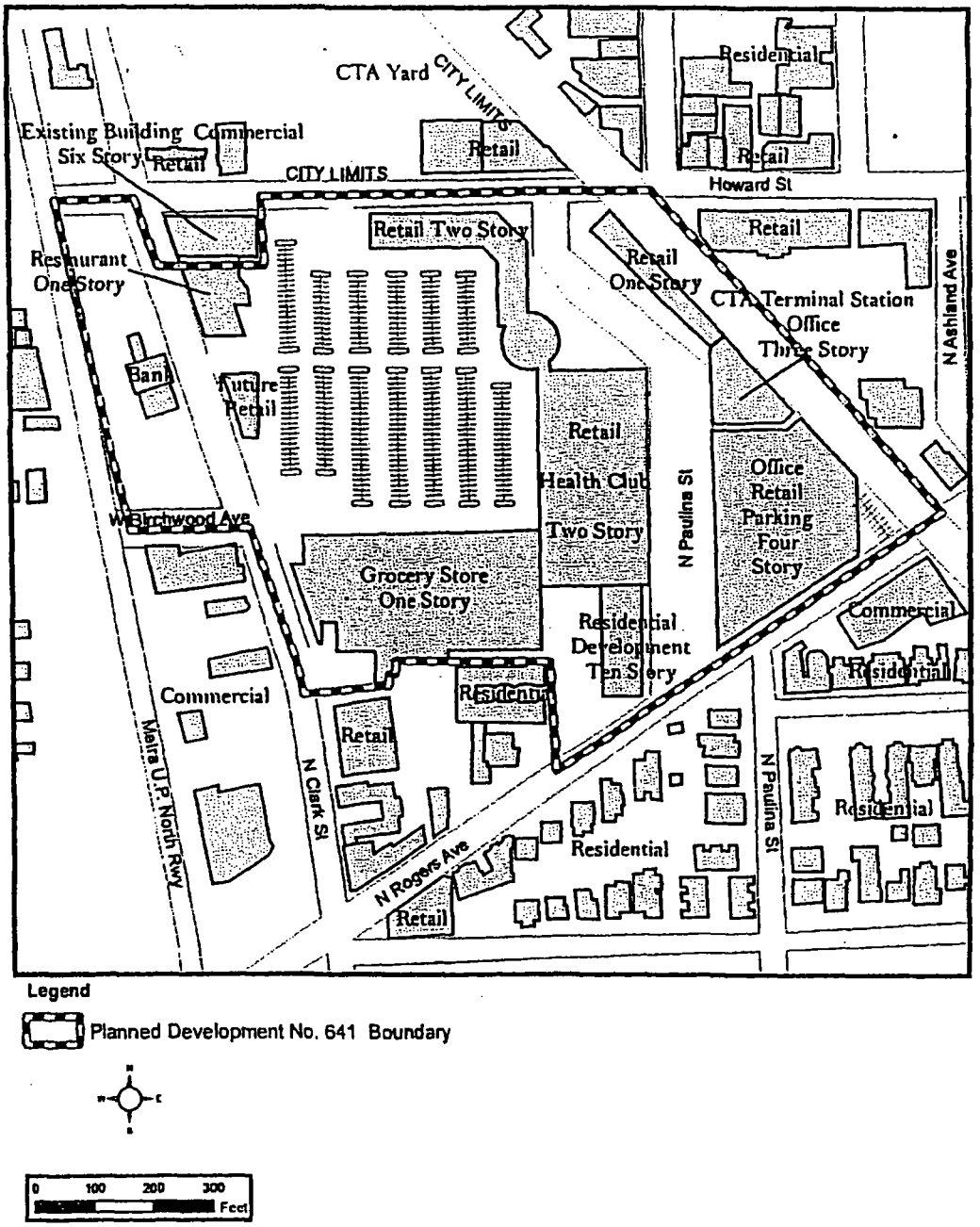
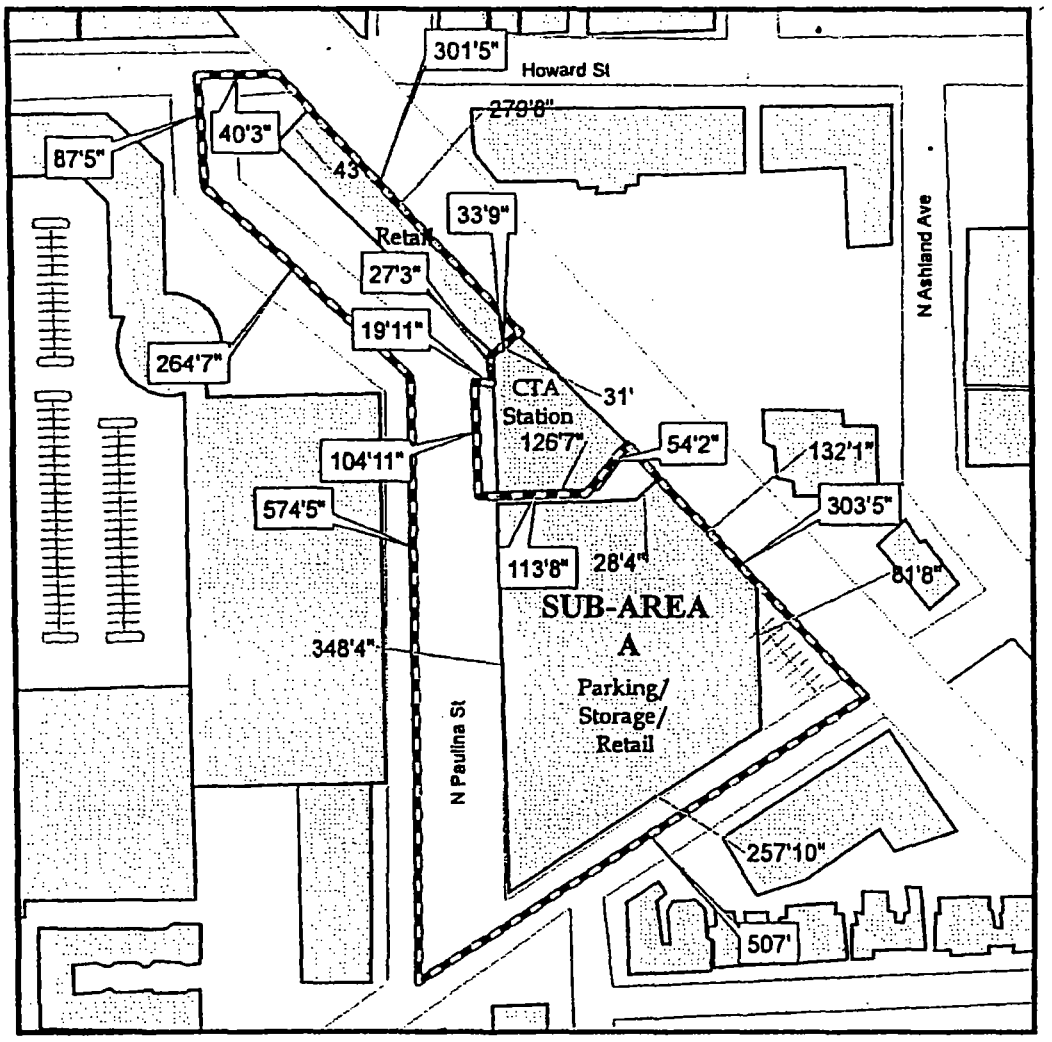


Exhibit "G".

Planned Development Subarea "A" Map.



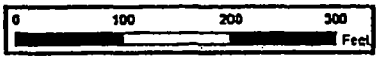
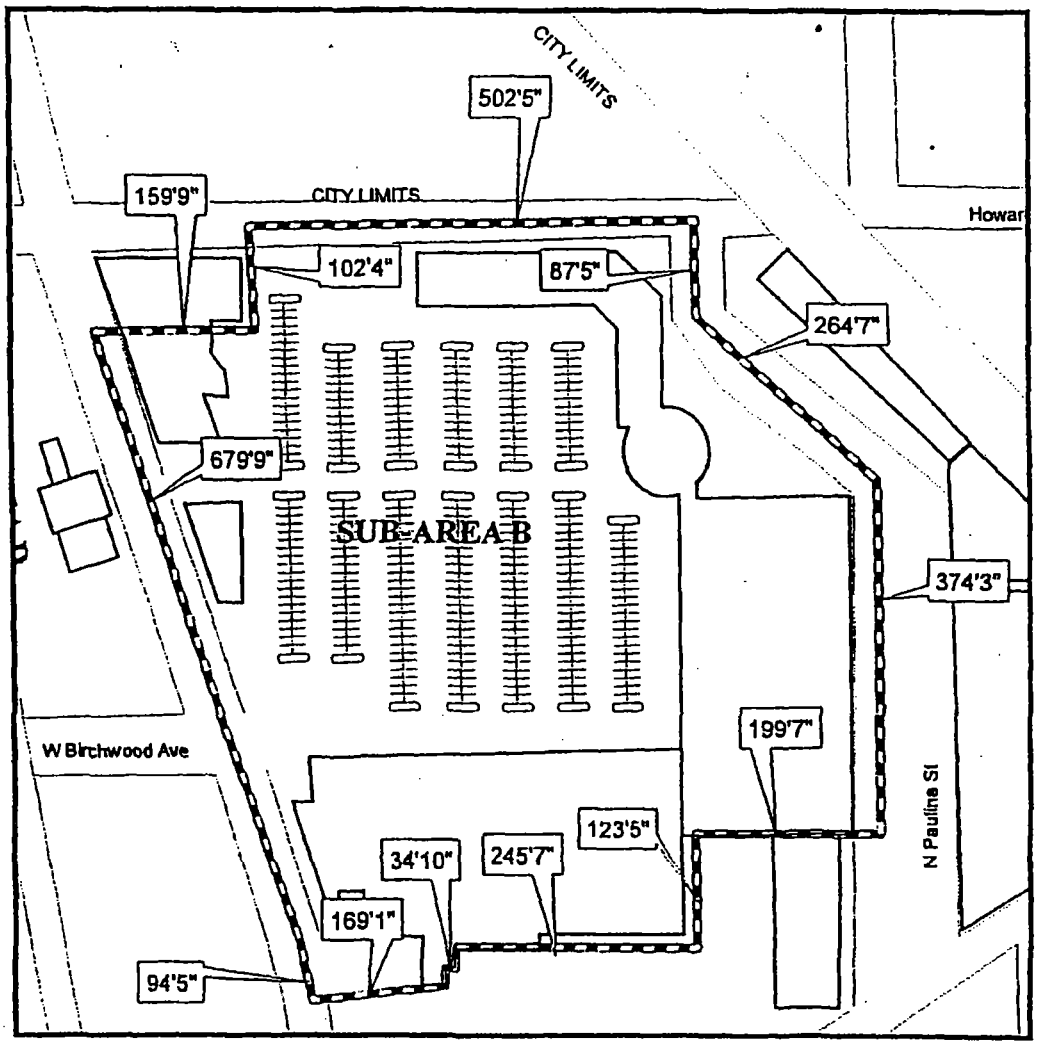


Exhibit "H".

Planned Development Subarea "B" Map.



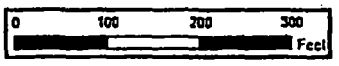
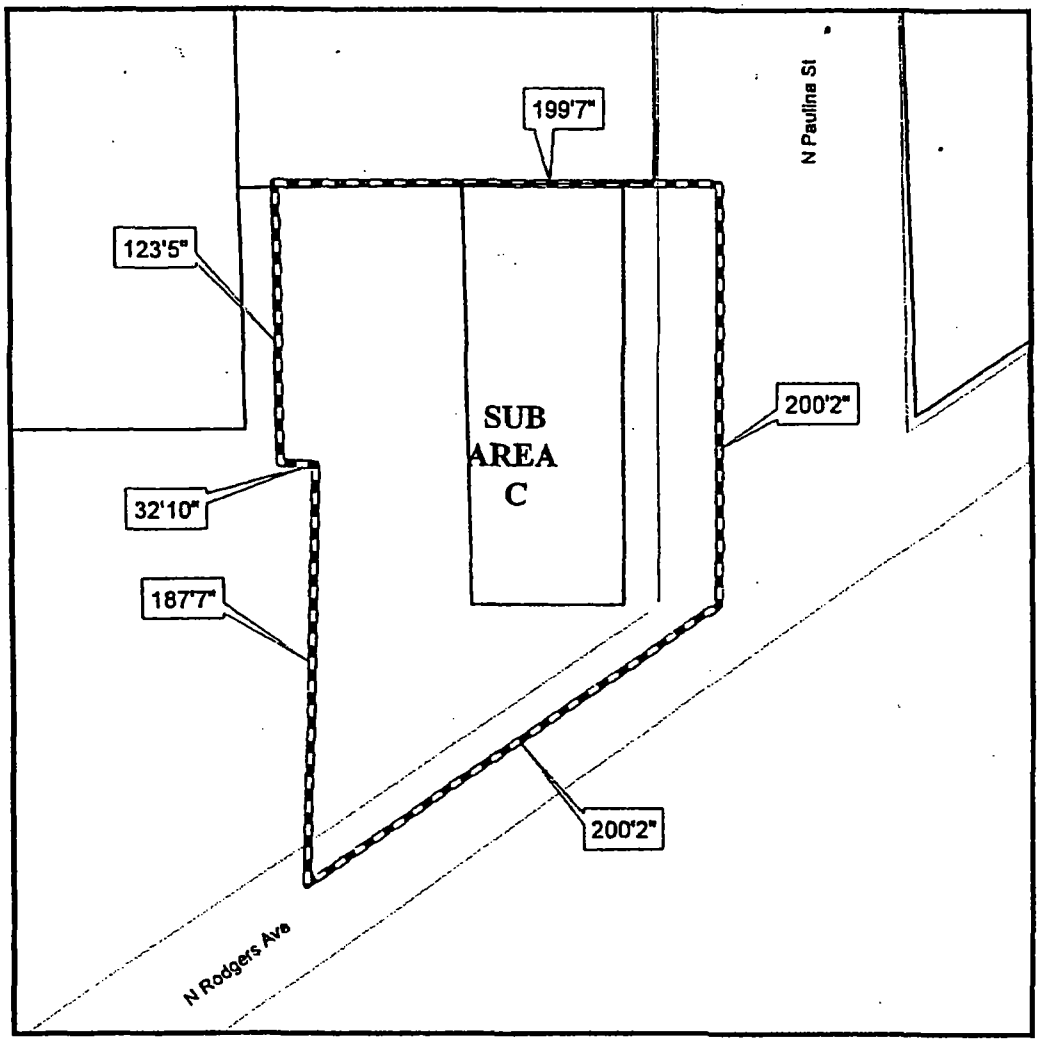


Exhibit "I".

Planned Development Subarea "C" Map.



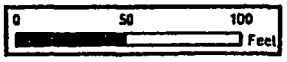
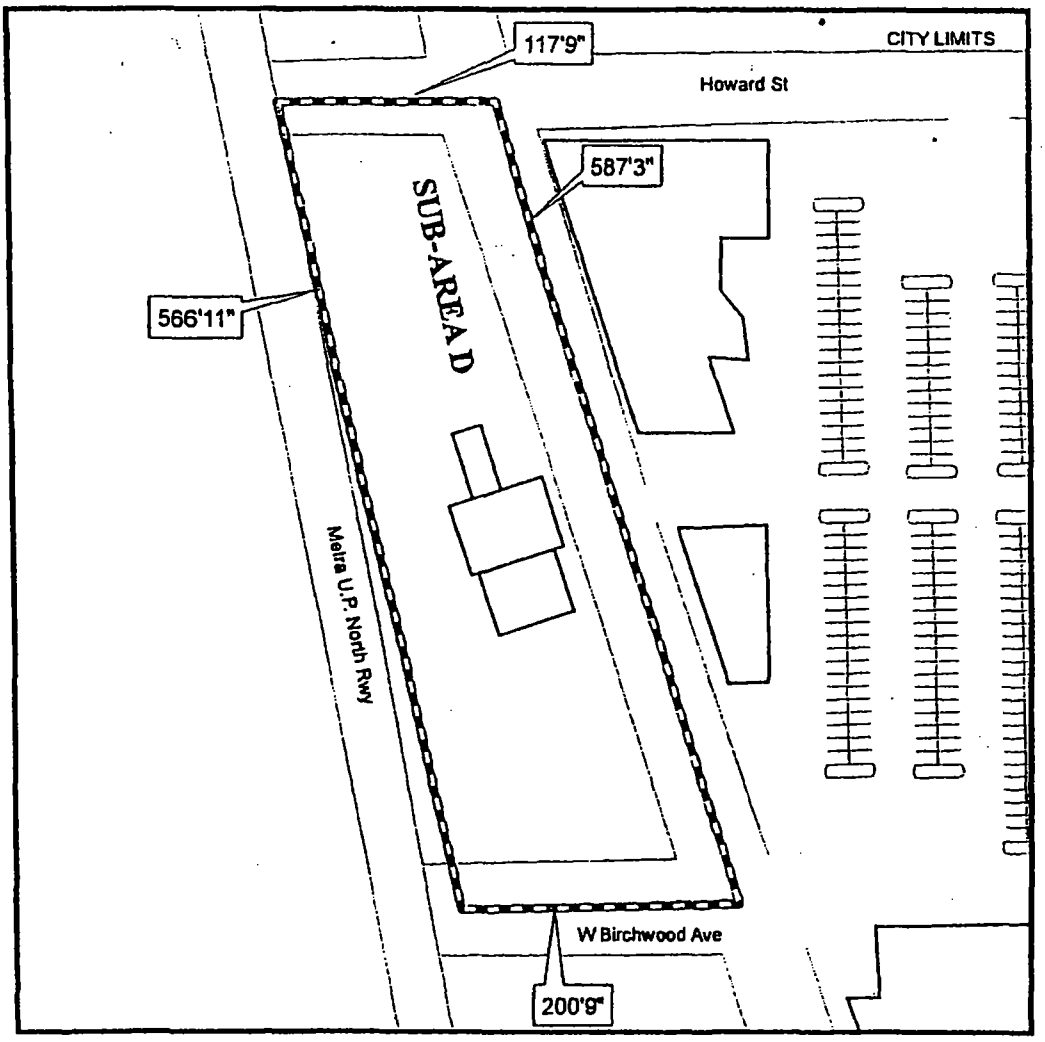


Exhibit "J".

Planned Development Subarea "D" Map.



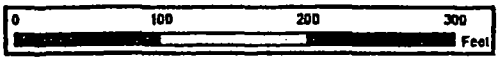


Exhibit "K".

Planned Development Subarea "E" Map.

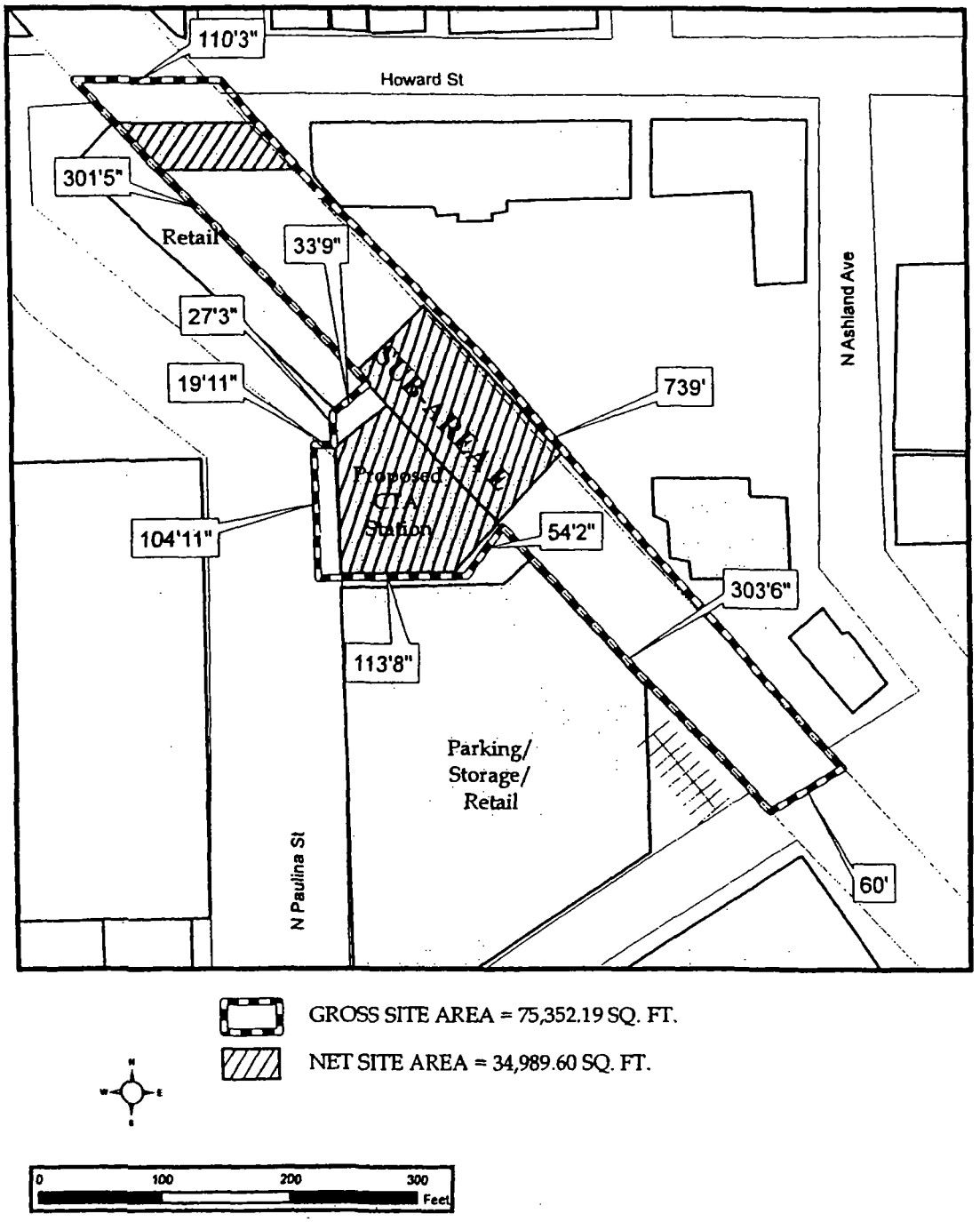


Exhibit "L".

Subarea "E" Landscape Plan.

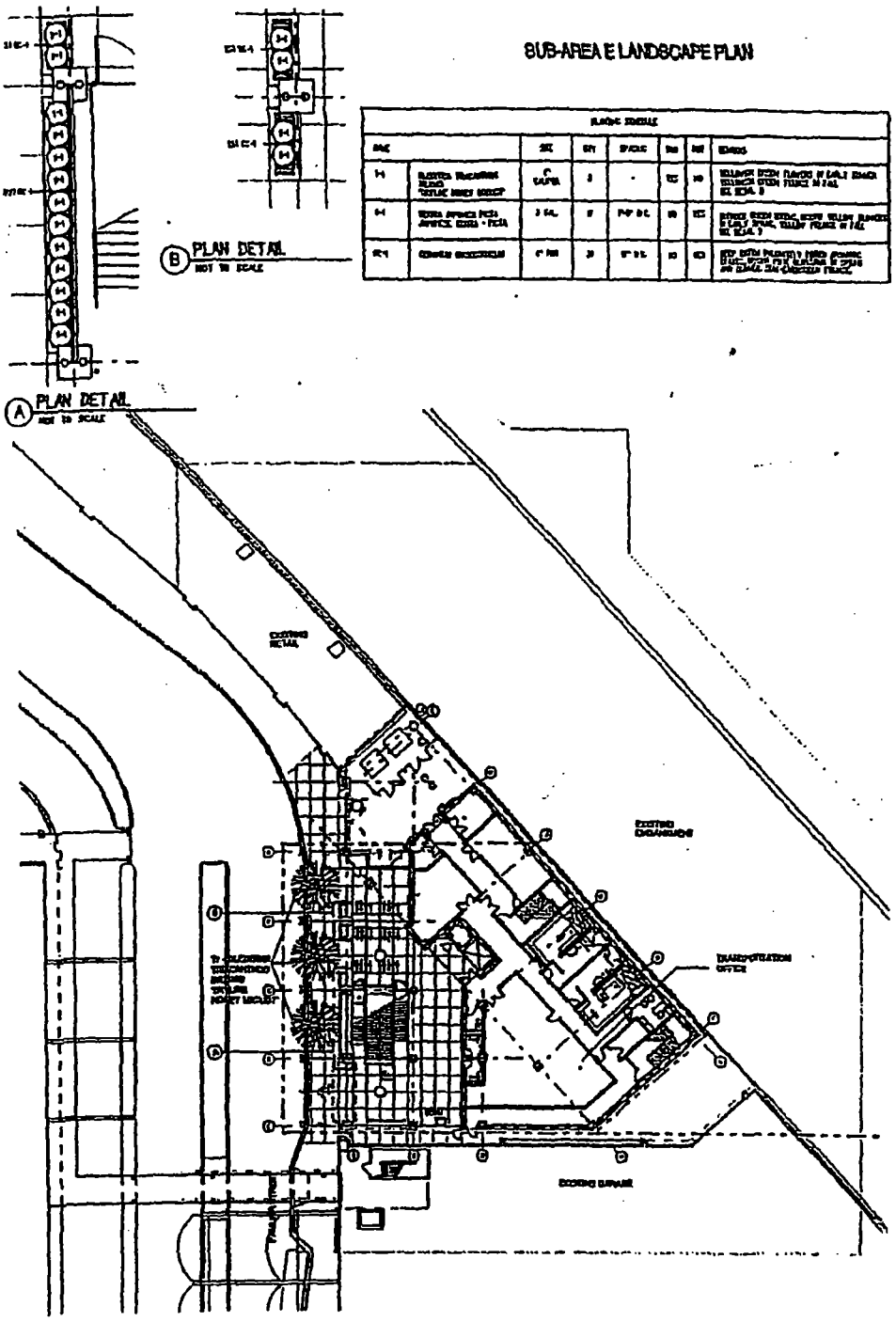
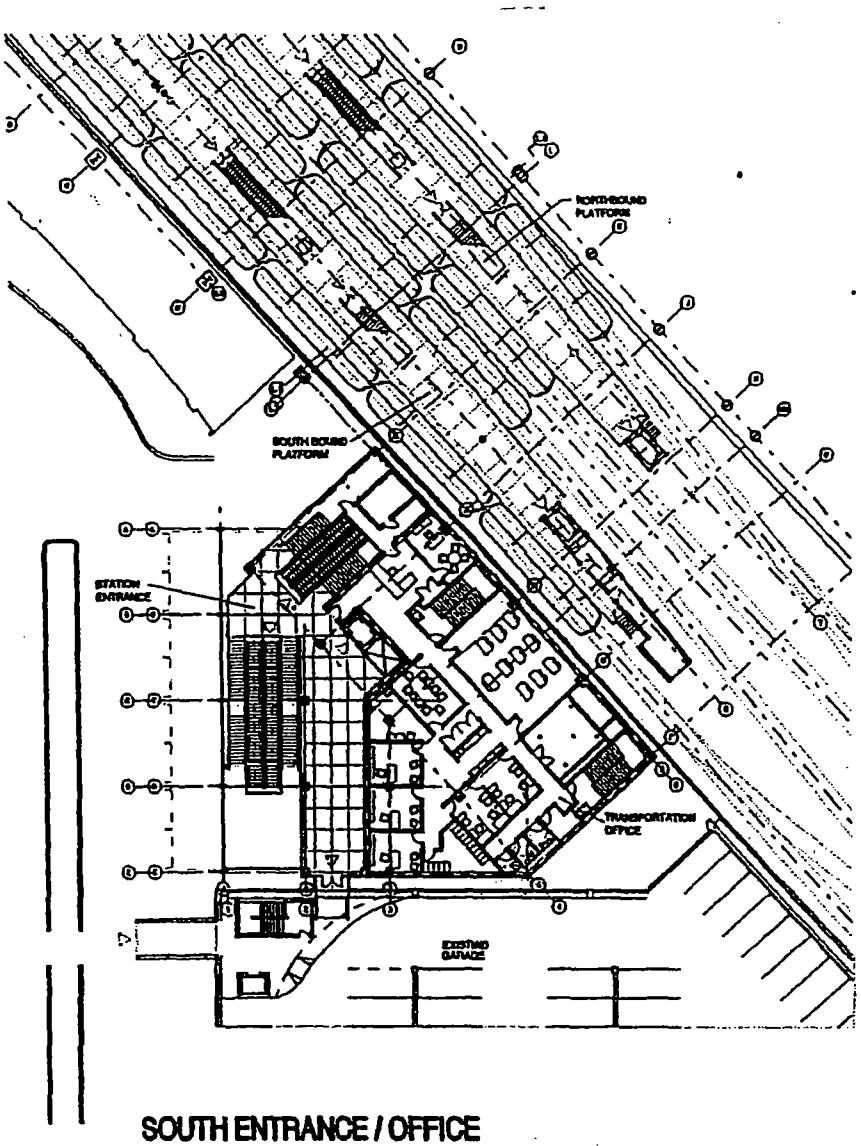


Exhibit "M".

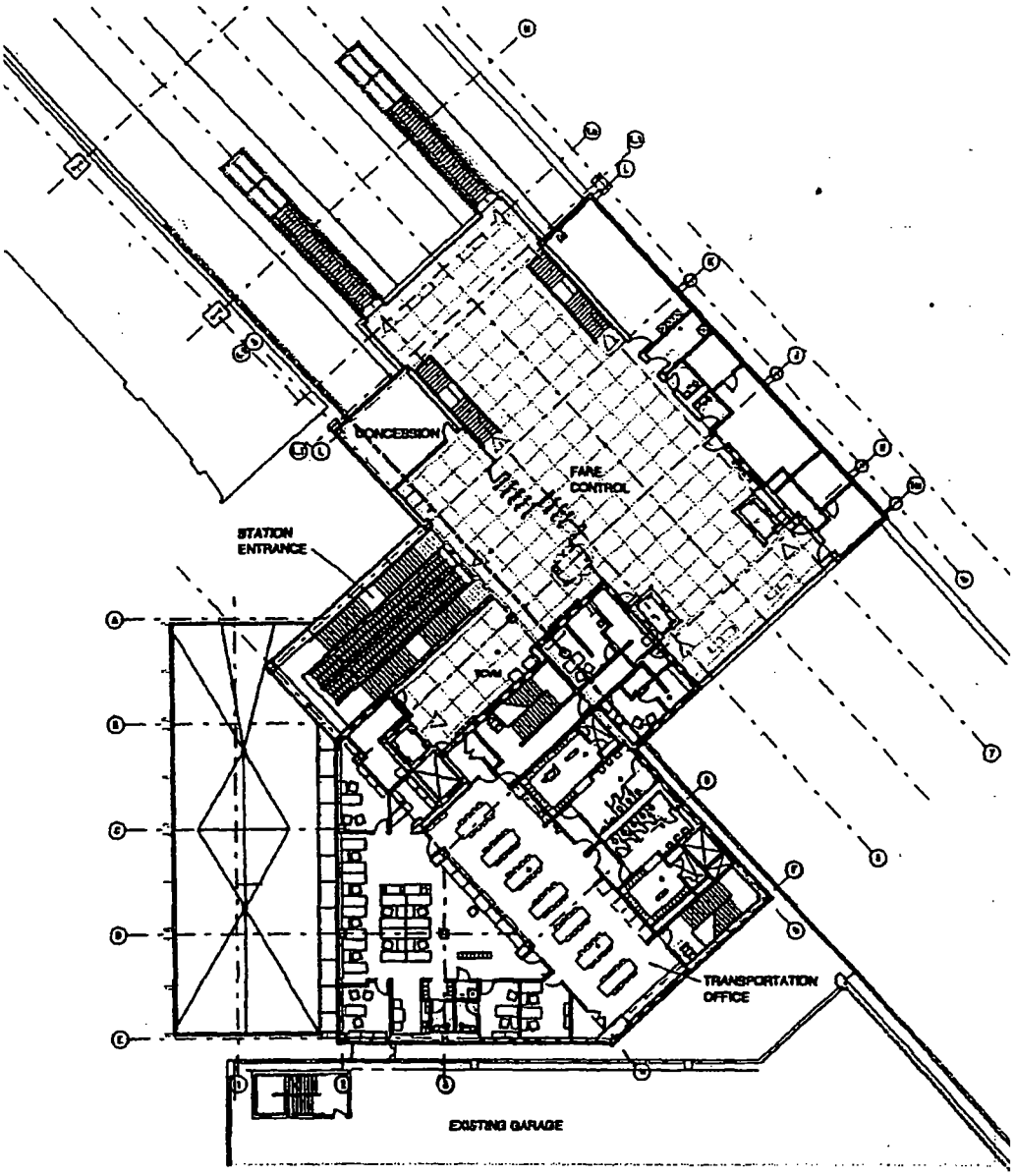
Subarea "E" Site Plan.



SOUTH ENTRANCE / OFFICE
SECOND FLOOR AND PLATFORM LEVEL PLAN

Exhibit "N".

Subarea "E" Site Plan.



SOUTH ENTRANCE / OFFICE
FARE CONTROL AND THIRD FLOOR PLAN

Exhibit "O".

Subarea "E" Building Elevations.

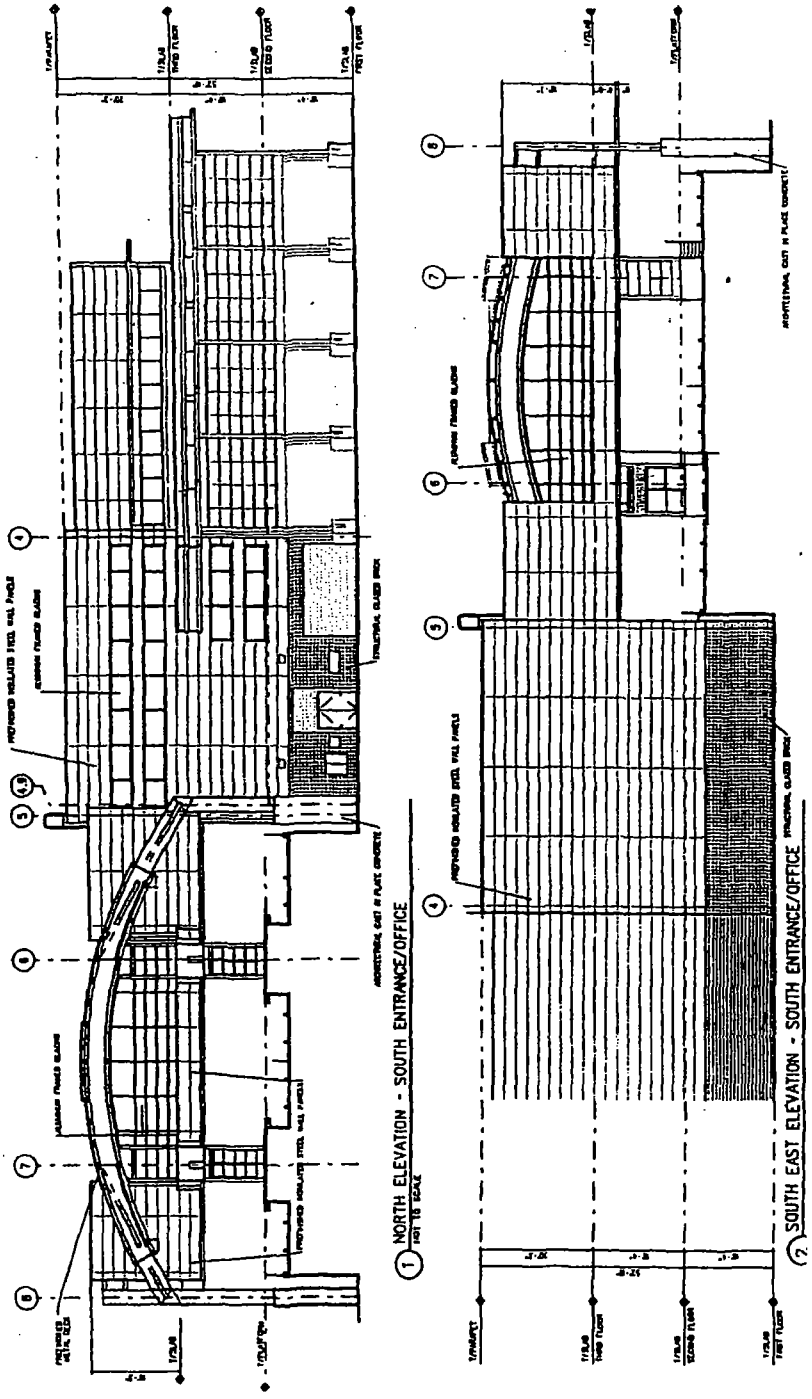


Exhibit "P".

Building Elevations.

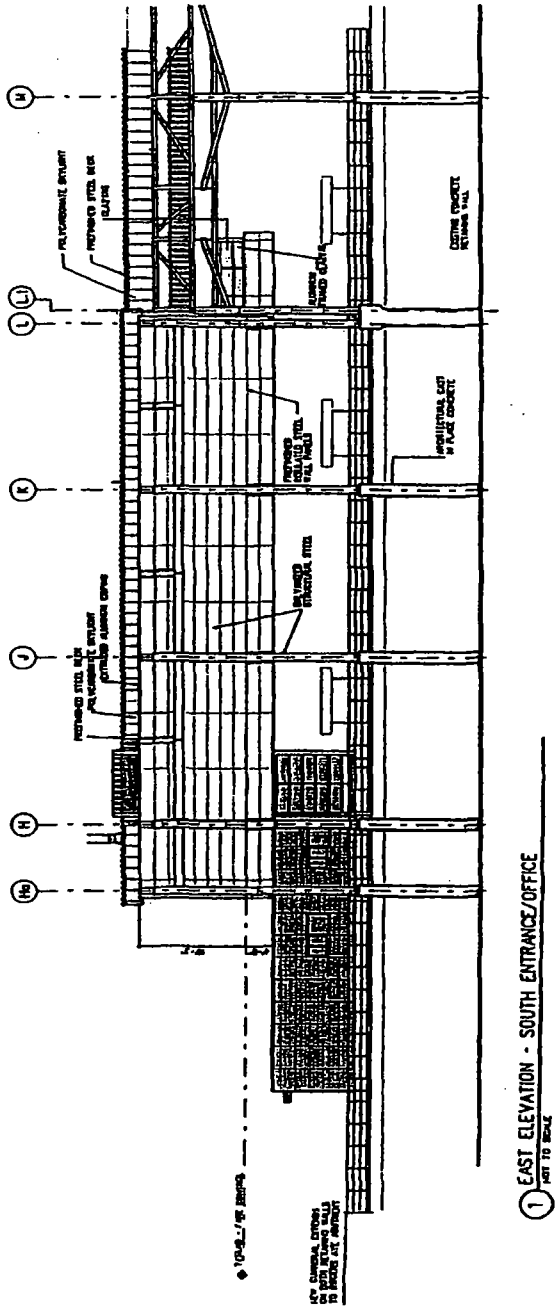
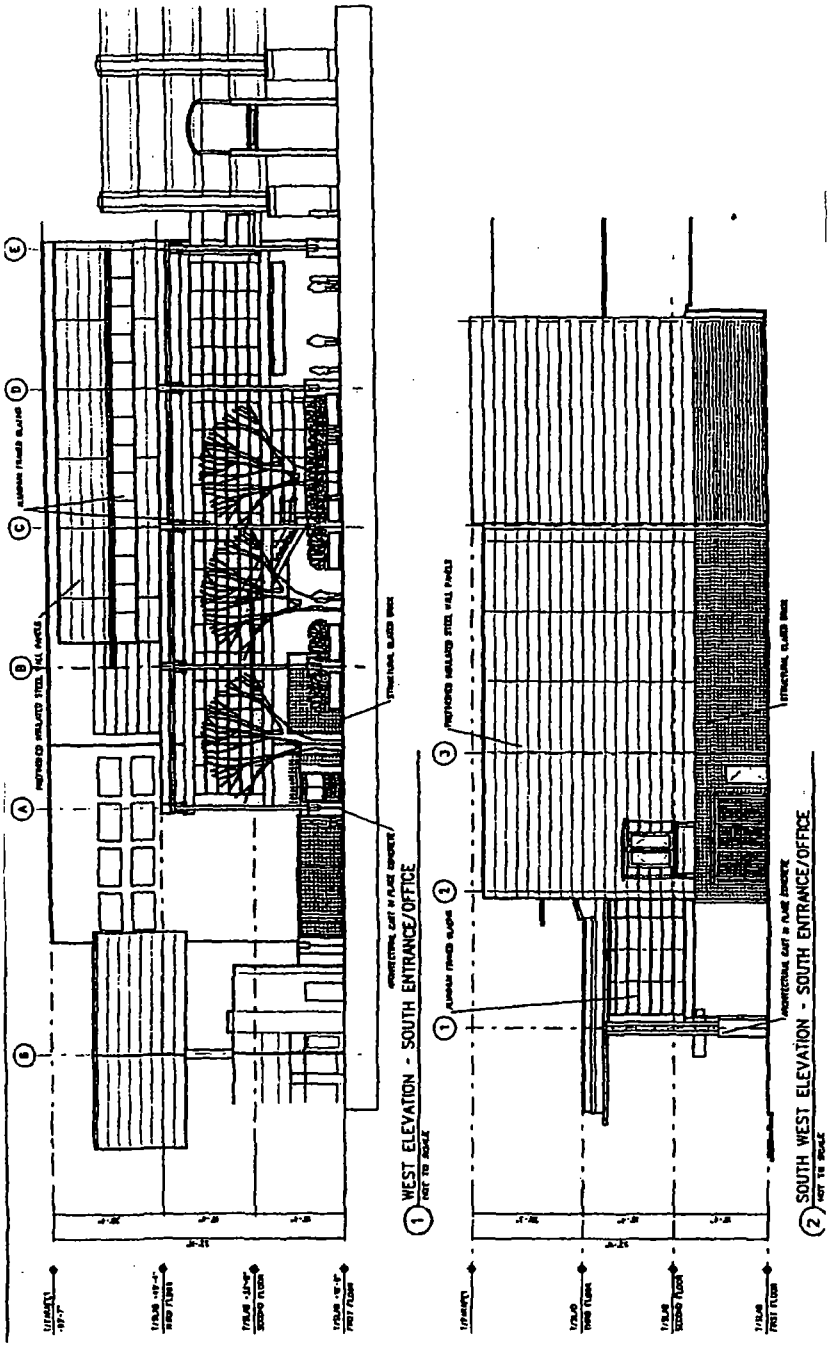


Exhibit "Q".

Building Elevations.



Reclassification Of Area Shown On Map Number 26-G.
(As Amended)
(Application Number 15626)

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Zoning Ordinance, is hereby amended by changing all the C1-1 District symbols and indications as shown on Map Number 26-G in the area bounded by:

a line 265 feet northwest of the intersection of South Vincennes Avenue and South Winston Avenue (as measured along the easterly line of South Winston Avenue and perpendicular to South Winston Avenue); a line from a point 265 feet northwest of the intersection of South Vincennes Avenue and South Winston Avenue (as measured along the easterly line of South Winston Avenue and 91.50 feet easterly of South Winston Avenue and perpendicular thereto to South Vincennes Avenue and perpendicular thereto); South Vincennes Avenue; a line from a point 185 feet northwest of the intersection of South Vincennes Avenue and South Winston Avenue (as measured along the easterly line of South Winston Avenue and 70.60 feet easterly of South Winston Avenue and perpendicular thereto to South Vincennes Avenue and perpendicular thereto); a line 185 feet northwest of the intersection of South Vincennes Avenue and South Winston Avenue (as measured along the easterly line of South Winston Avenue and perpendicular to South Winston Avenue); and South Winston Avenue,

to those of a B2-3 District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Failed To Pass -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 7-O.
(Application Number 15872)

(Committee Meeting Held November 16, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 16, 2006, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of sixteen ordinances which were corrected and amended in their amended form. They are Application Numbers 15876, 15867, 15402, 15546, A-5570, A-5576, A-5577, A-5578, A-5580, A-5581, A-5582, A-5583, A-5584, A-5585, A-5586 and A-5587.

Please let the record reflect that Application Number 158727 failed to meet the Committee's approval and was voted upon as "Do Not Pass".

Please let the record that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the Provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that Application Number 15872 *Do Not Pass.*

Again, please let the record reflect that I abstain from voting on Application Numbers 15876, 15868, 15867, 15866, 15806, 15628 and 15402 under the Provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 7-O in the area bounded by:

a line 200 feet north of and parallel to West Barry Avenue; a line 133.20 feet east of and parallel to North Odell Avenue; a line 150 feet north of and parallel to West Barry Avenue; and North Odell Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

JOINT COMMITTEE.

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES

AND

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 11 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 18 ENTITLED "STORMWATER MANAGEMENT".

A Joint Committee, comprised of the members of the Committee on Energy,

Environmental Protection and Public Utilities and the members of the Committee on Buildings, submitted the following report:

CHICAGO, December 13, 2006.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities and the Committee on Buildings, having held a joint meeting on December 11, 2006, and having had under consideration one ordinance that was introduced by Mayor Richard M. Daley, referred on September 13, 2006 and substituted on December 11, 2006, by adding new Chapter 11-18 to the Municipal Code regarding stormwater management, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Joint Committee.

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Committee on Energy, Environmental Protection and Public Utilities,
Chairman.

(Signed) BERNARD L. STONE,
Committee on Buildings,
Chairman.

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

Yeas -- Aldermen Haithcock, Preckwinkle, Hairston, Lyle, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Shiller, Schulter, Moore, Stone -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power pertaining to its local government and affairs; and

WHEREAS, In recent years, the growth of construction and development in the City also has increased the amount of impermeable surfaces in the City, which increases stormwater runoff; and

WHEREAS, Excessive stormwater runoff can result in inundation of and damage to property, erosion, destabilization of downstream waters, and pollution of land and water resources; and

WHEREAS, The City desires to diminish threats to public health, safety, and welfare, and to the environment, caused by excessive runoff of stormwater as a result of new development and redevelopment; and

WHEREAS, It is therefore beneficial to the City and all its residents to put in place sound and sensible practices and requirements for stormwater management, site operation and maintenance and sediment and erosion control; now, therefore,

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

SECTION 1. Title 11 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 11-18, as follows:

Chapter 11-18 Stormwater Management.

11-18-010 Title And Purpose.

This chapter shall be known and may be cited as the "Chicago Stormwater Management Ordinance". It is hereby declared to be the policy of the City to promote programs that minimize the negative stormwater impacts of new development and redevelopment.

11-18-020 Definitions.

For the purposes of this chapter, unless the context requires otherwise, the following terms, regardless of whether or not they are capitalized, shall have the definitions set forth below:

Applicant. A person applying for a Stormwater Management Plan approval or an amendment thereto or variance therefrom. An Applicant must be the Owner or Developer of the Regulated Development specified in the Plan.

Average Dry-Weather Flow. Non-stormwater flow that consists of either (a) sanitary flow as quantified in 35 Ill. Admin. Code, Subtitle C, Chapter II, Part 370, Appendix B ("Table Number 2 -- Commonly Used Quantities of Sewage Flows From Miscellaneous Type Facilities"), as amended, or (b) industrial process water flow as quantified by determining the cubic feet per second released during the average of seven consecutive 24-hour periods.

Best Management Practice (BMP). A measure approved by the commissioner and used to control the adverse stormwater-related effects of development.

Commissioner. The commissioner of water management or his designee.

Developer. Any person who manages, organizes, oversees, plans or supervises the creation of a Regulated Development.

Drainage Area. Any location from which or through which stormwater moves to a drainage system.

Executive Director. The executive director of construction and permits or his designee.

Existing Conditions. The condition of a site in the ten years prior to the date of a Plan submission, as shown on historical aerial photographs or other verifiable documentation. If a site has been demolished and/or cleared within such ten-year period, its conditions prior to such demolition and/or clearing may be used as a basis for existing conditions.

Impervious Surface. A surface which substantially precludes the infiltration of water, such as concrete, asphalt, tile or compacted gravel.

Infiltration. The passage, movement or percolation of water into and through soil surfaces, including soil surfaces on roofs and in landscaped areas.

Owner. The owner, manager, agent or other person in charge, possession or control of a Regulated Development or any part thereof.

Plan. The Stormwater Management Plan required by this chapter.

Regulated Development Or Development. Any construction activity, excavation or grading, commencing on or after January 1, 2008, that:

(a) disturbs a land area or substantially contiguous land areas of 15,000 or more square feet in the aggregate. Land areas separated by public right-of-way

at the conclusion of development shall not be deemed "substantially contiguous" to each other for purposes of this definition. For purposes of calculating square footage pursuant to this paragraph (a), "land area" shall include twenty-five percent of the square footage of the sidewalls of a building that directly connects to the sewer system via side gutters, and shall also include any average dry-weather flow based on a conversion rate of 1.0 cfs (cubic feet per second) into one acre (43,560 square feet), or

(b) creates an at-grade impervious surface of 7,500 or more substantially contiguous square feet, or

(c) results in any discharges of stormwater into any waters or separate sewer system.

For purposes of this definition, square footage shall be calculated based upon the project as a whole, regardless of whether construction proceeds in phases. A Regulated Development shall not include projects located entirely within the public right-of-way at the conclusion of development. With respect to a project located both on the public right-of-way and on private property at the conclusion of development, that portion of the project located on the public right-of-way will not be included in calculating the square footage thresholds of subparagraphs (a) and (b) of this definition. If a project includes Residential Development, the Residential Development will not be included in calculating the square footage thresholds of subparagraphs (a) and (b) of this definition.

Residential Development. A Regulated Development, or portion thereof, which upon completion will result in the subdivision of land into detached single-family or two-family dwellings.

Runoff. The water derived from precipitation falling onto a Regulated Development which is in excess of the infiltration capacity of the soils of that Development, which flows over the surface of the ground or is collected in any watercourse.

Stormwater. Water derived from any form of precipitation.

Stormwater Drainage System. Any and all natural and artificial means used in combination to conduct stormwater to, through, or from a Drainage Area to the point of infiltration or final outlet from a Regulated Development. A Stormwater Drainage System includes, but is not limited to, any of the following: conduits and appurtenance features, canals, channels, ditches, streams, culverts, streets, storm sewers, detention basins, swales, vegetated areas and pumping stations.

Stormwater Management Plan. A detailed formulation of a program of action which describes a proposed or existing Stormwater Drainage System and environmental features applicable to a Regulated Development. The Plan shall include programs for grading and drainage, operations and maintenance, and soil, sediment and erosion control. These programs shall consist of written documentation, scaled maps and drawings with supporting engineering calculations.

Watercourse. Any channel, natural or artificial, lined or unlined, through which water flows or may flow.

Waters. All watercourses and all lakes, ponds, wetlands and other bodies of water, whether natural or artificial, that are located wholly or partly within or adjoining the territorial boundaries of the City.

11-18-030 Stormwater Management Plan -- Required.

Every Regulated Development shall at all times have in place a Plan approved by the City. In addition to such other requirements as the commissioner may set forth by regulation, the Plan shall include the following:

(a) Provisions For Stormwater Management:

(1) Rate Control. Stormwater Drainage Systems shall manage the peak rate of discharge from the Regulated Development, incorporating the maximum permissible release rate. Provided, however, that Developments that create an at-grade impervious surface of less than 7,500 substantially contiguous square feet and that directly discharge to waters shall not be subject to the rate control requirements of this subparagraph (a)(1).

(2) Volume Control. Stormwater drainage systems shall reduce the volume of runoff from a Regulated Development by one of the following measures:

(A) capture one-half inch of runoff from all impervious surfaces in accordance with volume control BMPs; or

(B) for Developments that do not directly discharge to waters or to a municipal separate storm sewer system, achieve a fifteen percent reduction in impervious surfaces from existing conditions.

(b) Provisions for sediment and erosion control.

(c) Provisions for operations and maintenance.

11-18-040 Stormwater Management Plan -- Exceptions.

(a) A Plan shall not be required for Residential Development.

(b) The volume control requirements of a Plan shall not apply to the following:

(1) Developments that do not directly discharge to waters or to a municipal separate storm sewer system and that will upon completion of development have less than fifteen percent impervious surfaces.

(2) Developments consisting of surfaces at an airport that are intended for aircraft operation.

(3) Developments taking place at any facility that is operating under a permit issued pursuant to the National Pollution Discharge Elimination System, 40 C.F.R. Part 122, as amended, for industrial or municipal discharges.

11-18-050 Stormwater Management Plan -- Submission, Approval And Compliance.

(a) The submission of the Plan required by this chapter shall be made by the Applicant to the executive director in such form(s) and format(s) as the commissioner may require. As part of the Plan submission, the Applicant shall provide such information regarding the site and its proposed uses as the application may require. The Plan submission shall be submitted as part of the sewer permit review process required by Chapter 11-16 of the Code. The executive director shall be the custodian of all such submissions.

(b) The Plan shall be valid only upon approval by the executive director.

(c) Before a Plan may be approved, the Applicant must certify to the executive director that the Applicant has met or will meet, in addition to the requirements of this chapter, all other city, county, state, and federal requirements related to floodplains, wetlands and water quality.

(d) Following Plan approval and completion of construction, the Owner shall provide to the executive director, in such time frame as established by regulation, as-built drawings of the Development in such form(s) and format(s) as the commissioner may require. Consistent with applicable law, the executive director

shall treat such as-built drawings as confidential trade secrets, and shall provide the Owner with a copy of any appeal, received by the executive director, of the executive director's notice of denial provided to a third party seeking inspection and copies of such drawings.

11-18-060 Stormwater Management Plan -- Amendment.

A Regulated Development shall be developed, operated and maintained in compliance with its approved Plan until such time as the City approves an amendment or other modification of the Plan for that Regulated Development. The submission of a request for amendment shall be made to the executive director in such form(s) and format(s) as the commissioner may require. The executive director shall review any request for amendment and shall notify the Applicant of the result of such review. An amendment may only be granted if the executive director determines that the amendment will not have a detrimental effect on the Plan.

11-18-070 Change Of Ownership.

(a) Upon a change of ownership of a Regulated Development, each new Owner of the Regulated Development or any part thereof shall comply with the Plan approved for that Regulated Development until such time as the executive director approves an amendment or other modification of the Plan for that Development.

(b) A change of ownership of a Regulated Development shall not be considered to be an amendment. However, the Owner of a Regulated Development for which a Plan is required or has been approved shall notify each new Owner of the applicability of the Plan to the Regulated Development, and provide each new Owner with a copy of the Plan, before consummation of the sale of the Development. A violation of this subsection (b) shall be punishable by a fine of $500.00.

11-18-080 Stormwater Management Plan -- Fees.

A non-refundable fee for review of a Plan submission or variance request shall be remitted to the executive director as part of the Plan submission or variance request. The fee for review of a Plan submission, or variance request based upon Section 11-18-090(b)(2), (3) or (4), shall be as follows:

(a) For Regulated Developments affecting less than 50,000 square feet -- $1,000.00.

(b) For Regulated Developments affecting 50,000 or more square feet -- $3,000.00.

The fee for review of a variance request based upon Section 11-18-090(b)(1) shall be 50% greater than the amounts specified in (a) and (b) above.

(c) For amendments to a Plan submitted within one year of Plan approval, the fee shall be $350.00 per submission. For amendments submitted over one year after Plan approval, the fee shall be $500.00 per submission.

11-18-090 Variance.

(a) Upon written petition of the Applicant demonstrating that exceptional circumstances exist, the commissioner may grant a variance, in whole or in part, from the requirements of Section 11-18-030. To the extent that the Applicant can comply with Section 11-18-030, the Applicant must do so.

(b) Exceptional circumstances justifying the application of this section shall exist only where the Applicant can clearly demonstrate, to the satisfaction of the commissioner, that one of the following four circumstances exists:

(1) The Applicant cannot comply with Section 11-18-030 because of the site's exceptional physical conditions or circumstances. To demonstrate that such conditions or circumstances exist, the Applicant must provide supporting documentation. At a minimum, the Applicant must show that the site is designed to minimize the peak rate of discharge and volume of stormwater from the Development. Such showing must include a BMP feasibility evaluation for each building, parking area, landscaped area and each other significant footprint at the site. The evaluation must include all necessary technical computations and analyses (examples include engineering, architectural and horticultural analyses) to assess fully the applicability of pertinent BMPs and the extent to which they can be applied to comply with Section 11-18-030.

(2) The Applicant cannot comply with Section 11-18-030 without causing a public nuisance.

(3) The Applicant cannot comply with Section 11-18-030 without violating the Building Code or the Fire Code, as those terms are defined in Section 1-4-090 of the code, or a state or federal law.

(4) The Regulated Development is a registered landmark and compliance with Section 11-18-030 would violate the Regulated Development's landmark status.

(c) Applications for a variance shall be in a form prescribed by the commissioner. All applications for a variance shall bear the notarized signature and certification of a professional architect, engineer or geologist licensed in the State of Illinois.

(d) In applying for a variance, an Applicant may propose, and the commissioner may consider, alternative measures to accomplish the stormwater management goals of this chapter.

11-18-100 Site Inspections.

To enable the commissioner of the environment and the commissioner, or their respective designees, to monitor compliance with this chapter, the Owner shall permit access during reasonable hours to those areas of a Regulated Development affected by the Plan.

11-18-110 Regulations.

The commissioner is authorized to promulgate regulations to effectuate the purposes of this chapter. Any regulations so promulgated shall be considered as an integral part of the Chicago Stormwater Management Ordinance and shall be enforceable, and their violation subject to the same penalties, as set forth in this chapter.

11-18-120 Chapter Requirements Not Exclusive.

The requirements of this chapter shall be in addition to, and shall not relieve any person from compliance with, all other applicable provisions of the code.

11-18-130 Enforcement And Penalties.

(a) Except as otherwise specifically provided in this chapter, the commissioner of the environment and the commissioner, and their respective designees, are jointly and severally authorized to enforce this chapter and any regulations promulgated hereunder, including the issuance of citations for violations.

(b) Owners, Developers and any other persons who violate any provision of this chapter shall be jointly and severally liable for each such violation.

(c) The failure to obtain a Plan approval if required by this chapter shall subject the violator to a civil penalty of $5,000.00 to $10,000.00. Except as otherwise specifically provided, other violations of this chapter shall be punishable by a civil penalty of $100.00 to $1,000.00 for each such violation. In addition to any penalties imposed for violations of this chapter, violations of any Plan requirement or condition shall be punishable by a penalty of not less than $100.00 and not more than $1,000.00 for each such violation. Each day a violation continues shall be considered to be a separate violation. In addition to the civil penalties specified herein, the City may recover as an additional civil penalty its attorneys' fees and three times the amount of all costs and expenses incurred by the City in abating or remediating a violation of this chapter.

(d) In addition to any other remedies, penalties or means of enforcement provided in this chapter, if the commissioner of the environment or the commissioner, on due investigation, makes a determination of noncompliance, either of them may request the corporation counsel to make application on behalf of the City to the Circuit Court of Cook County for such other order as the Court may deem necessary or appropriate to secure compliance. The corporation counsel may then institute proceedings on behalf of the City, as provided by law.

11-18-140 Cease And Desist Orders.

(a) Either the commissioner of the environment or the commissioner, or both of them, may issue a cease and desist order to stop any person from proceeding with any activity regulated under this chapter when the commissioner(s) has reason to believe that such activity is in violation of this chapter, or that the activity endangers human or animal health, endangers the environment, or has the potential to cause or worsen flooding or wasteful use of water. The commissioner(s) may enforce a cease and desist order pursuant to this section or pursuant to section 11-18-130(d).

(b) Prior to imposing the penalty specified by this section, the commissioner(s) issuing the cease and desist order shall serve the respondent with a copy of the order, stating the nature and location of the violation, the date by which the respondent must cease and desist the illicit activity, the amount of the applicable penalty for noncompliance, the respondent's right to request an administrative hearing to contest the merits of the order, and the time and manner in which a hearing may be requested. Service of the cease and desist order shall be in the manner set forth in Section 2-14-074 of this code.

(c) (1) Within 10 days of service of the cease and desist order, the respondent may submit to the commissioner(s) a written request for a hearing to be conducted by the City's department of administrative hearings. Upon receipt of a timely request for a hearing, either or both of the commissioners shall institute an enforcement action with the department of administrative hearings. Notice of the administrative hearing shall be given to the respondent in the manner set forth in Section 2-14-074 of this code.

(2) In the event the respondent fails to comply with a cease and desist order or fails to request a hearing within the 10-day period provided in subsection (c)(1) of this section, the commissioner(s) issuing the order may institute an action to enforce the order with the department of administrative hearings. Notice of the administrative hearing shall be given to the respondent in the manner set forth in Section 2-14-074 of this code.

(d) Upon the initiation of an enforcement action pursuant to subsection (c) of this section, the department of administrative hearings shall appoint an administrative law officer who shall conduct the hearing within 30 days of receiving the request. Chapter 2-14 of the code shall apply to any hearing conducted pursuant to this section. The cease and desist order shall remain in effect until the department of administrative hearings has taken final action on the matter. In addition to imposing fines and penalties consistent with this section, the administrative hearing officer shall have the authority to affirm, vacate or modify the cease and desist order.

(e) The penalty specified by this section shall be imposed either upon expiration of the time period in which the respondent may seek review by the department of administrative hearings, or upon the administrative law officer's finding adverse to the respondent, as applicable.

(f) Violations of an order issued under this section shall be punishable by a penalty of $10,000.00. Each day that the violation continues beyond the specified cessation date shall be deemed a separate offense.

SECTION 2. Following due passage and publication, this ordinance shall be in full force and effect on January 1, 2008 and shall apply to all persons making application for a sewer permit issued pursuant to Section 11-16-030 of the Municipal Code or water permit issued pursuant to Section 11-12-050 or Section 18-29-603 of the Municipal Code on and after that date.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Olivo, Burke, Rugai, Ocasio, Carothers, Laurino, Daley, Levar and Shiller. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. ROBERT ALTMAN.

WHEREAS, The members of this chamber were deeply saddened to learn of the death of legendary film director Robert Altman on November 20, 2006, at the age of eighty-one; and

WHEREAS, Born on February 20, 1925, in Kansas City, Missouri, Mr. Altman was the son of Helen and B.C. Altman, an insurance salesman for the Kansas City Life Insurance Company. Mr. Altman attended Catholic schools and the Wentworth Military Academy in Lexington, Missouri; and

WHEREAS, In 1943, Mr. Altman enlisted in the Army Air Corps, eventually becoming a co-pilot on a B-24. After military service, Mr. Altman studied engineering at the University of Missouri, Columbia, before taking a job with the Calvin Company, a film company in Kansas City, making training films, advertisements and documentaries for industrial clients; and

WHEREAS, Mr. Altman began his feature film career with *The Delinquents* and the documentary *The James Dean Story*, both made in 1957; and

WHEREAS, Mr. Altman then began a decade-long career as the director of dozens of episodes of such well-known television shows as "Whirlybirds" (where Mr. Altman met his wife, Kathryn Reed); "Maverick"; "Peter Gunn"; "Bonanza"; "Hawaiian Eye"; "Route 66"; "Alfred Hitchcock Presents"; "Combat!"; and "Kraft Suspense Theater"; and

WHEREAS, Mr. Altman's most influential film, *M*A*S*H* (1970), was nominated for five Academy Awards, including Best Director and Best Film, and won the Golden Palm award, the highest award at the Cannes Film Festival in France; and

WHEREAS, He directed many other finely crafted films including *Countdown* (1968), Mr. Altman's first film directing major actors; *Brewster McCloud* (1970); *McCabe and Mrs. Miller* (1971); *Nashville* (1975); *The Player* (1992); *Short Cuts* (1993); *Gosford Park* (2001); and *A Prairie Home Companion* (2006), his last film; and

WHEREAS, Eight of Mr. Altman's films between 1970 and 1998 were ranked among the top ten films of the year by the late Chicago film critic Gene Siskel, and Chicago film critic Roger Ebert wrote that Mr. Altman "has made a dozen films that can be called great"; and

WHEREAS, The City of Chicago was honored to be the venue for Mr. Altman's dance drama film, *The Company* (2003); and

WHEREAS, Mr. Altman introduced revolutionary techniques in his film-making, including use of the multi-track sound system to make the sound more lifelike, weaving in and out of story lines involving a large ensemble cast, using long tracking shots and intentionally overlapping dialogue; and

WHEREAS, A five-time Academy Award nominee for best director and one of the most distinctive, influential voices in American cinema, Mr. Altman was awarded a life achievement Oscar at the Academy Awards ceremony in 2006; and

WHEREAS, Robert Altman is survived by his wife, Kathryn Reed; a daughter, Christine; four sons, Michael, Stephen, Robert and Matthew; one stepdaughter, Konni Corriere; twelve grandchildren; and five great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby honor the life and memory of Robert Altman and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Altman as a symbol of our sympathy and respect.

TRIBUTE TO LATE DR. MILTON FRIEDMAN.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on November 16, 2006, at age ninety-four of Dr. Milton Friedman, the Nobel laureate economist and the leader of the "Chicago School" of monetary economics, whose pioneering ideas about the nexus between economic and political freedom dominated economic thinking during the latter half of the twentieth century and paved the way for prosperity and financial vitality in economies around the world; and

WHEREAS, The son of Jewish immigrants from Czechoslovakia, Dr. Friedman was born in Brooklyn, New York, on July 31,1912, the last of four children and the only son of Jeno S. Friedman and Sarah Landau Friedman; and

WHEREAS, Raised in Rahway, New Jersey, Dr. Friedman graduated at age fifteen from Rahway High School, and worked his way through college as a waiter and store clerk in order to supplement the scholarship he had earned at Rutgers University. A freshman at Rutgers University in 1929, the year the stock market crashed and the Great Depression began, Dr. Friedman abandoned his original plan to major in mathematics and to become an actuary, and instead began to study economics; and

WHEREAS, After graduating from Rutgers University in 1932 with a Bachelor of Arts degree, Dr. Friedman attended the University of Chicago, where, in 1933, he earned a master's degree in economics. The recipient of a doctoral fellowship, Dr. Friedman was awarded a Ph.D. in economics from Columbia University in 1946. After publishing his dissertation, Dr. Friedman authored or co-authored more than a dozen highly influential books over the course of his illustrious academic career, including *A Theory of the Consumption Function* and *A Monetary History of the United States, 1867 -- 1960*; and

WHEREAS, During World War II, Dr. Friedman worked as an economist in the United States Treasury Department's division of taxation, where he developed the concept of federal tax withholding to finance spending while avoiding taxation. After the war, Dr. Friedman was briefly dispatched to Paris, France to help administer the Marshall Plan for rebuilding Europe; and

WHEREAS, In 1946, Dr. Friedman returned to the University of Chicago, where he taught as a full professor and as the Paul Snowden Russell Distinguished Service Professor Emeritus of Economics until his retirement in 1976. Throughout this period, Dr. Friedman also served as a member of the research staff of the National Bureau of Economic Research; and

WHEREAS, The grandmaster of free-market economic theory in the postwar era, and a champion of individual initiative, tight fiscal discipline, privatization and deregulation of markets, Dr. Friedman's rise to national prominence began in the 1950s, when he single-handedly revived the then-discredited monetarist theory of economics; and

WHEREAS, Using monetarist theory, Dr. Friedman accomplished one of the most stunning intellectual feats of postwar economics by predicting the unprecedented combination of rising unemployment and rising inflation characteristic of the 1970s -- a phenomenon which later came to be known as "stagflation". His work in this area earned Dr. Friedman the 1976 Nobel Memorial Prize for economic science, and led to his appointment in the 1980s as a member of President Ronald Reagan's Economic Policy Advisory Board; and

WHEREAS, In addition to his scientific work, Dr. Friedman wrote extensively on public policy, with a primary emphasis on the preservation and extension of human freedom. Always conscious of the need to bridge the academic and non-academic worlds, Dr. Friedman was a columnist for *Newsweek* magazine from 1966 to 1983. In the 1980s, two of Dr. Friedman's co-authored books, *Free to Choose* and *Tyranny of the Status Quo*, provided the complement to a television series of the same name aired by the Public Broadcasting Service network; and

WHEREAS, From 1977 until his death in 2006, Dr. Friedman worked as a senior research fellow at the Hoover Institution at Stanford University. Professionally active throughout his career, Dr. Friedman was a past president of the American Economic Association, the Western Economic Association and the Mont Pelerin Society; and

WHEREAS, The recipient of countless honorary degrees from around the world, Dr. Friedman's lifetime of achievement as an economic theorist, academic, policy adviser and advocate for human freedom was punctuated by numerous awards, including, in 1986, the Grand Cordon of the First Class Order of the Sacred Treasure, Japan's highest honor; and, in 1988, the Presidential Medal of Freedom and the National Medal of Science; and

WHEREAS, A warm, charming and wonderful human being, whose passion for scientific integrity and whose love of human liberty knew no bounds, Dr. Milton Friedman will always be remembered as an intellectual freedom fighter and as one of the great economic theorists of the twentieth century; and

WHEREAS, Dr. Milton Friedman is survived by Rose, his wife of sixty-eight years; his daughter, Janet Martel; his son, David; four grandchildren; and three great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby honor the life and memory of Dr. Milton Friedman and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Milton Friedman as a sign of our sympathy and good wishes.

TRIBUTE TO LATE HONORABLE MICHAEL A. GUIDO.

WHEREAS, The members of this chamber learned with great sadness that Michael A. Guido, long-time mayor of Dearborn, Michigan, passed away on December 5, 2006, at the age of fifty-two; and

WHEREAS, Born on July 3, 1954, Mayor Guido, the son of Italian immigrants, was a native of Dearborn, Michigan, growing up in a flat near city hall, and in his younger days, he was the lead singer, bass player and trombonist in a wedding band named the Goldtones; and

WHEREAS, Mayor Guido earned a Bachelor of Arts degree from Wayne State University, and was a graduate of the Mayor's Leadership Institute at Harvard University's Kennedy School of Government; and

WHEREAS, In 1977, at the age of twenty-three, Mayor Guido became the youngest person elected to the Dearborn City Council, and eight years later in 1986, he became the youngest person elected as mayor, a position he held until his death; and

WHEREAS, During his nearly twenty-one year tenure in office, Mayor Guido, a tireless promoter for his city, presided over a renaissance for Dearborn, including the construction of the $43 Million Ford Community and Performing Arts Center

with a high-tech gym, auditoriums and senior center that was the envy of many other cities; the rise of new retail stores, restaurants and commercial buildings; the expansion of the Dearborn Ice Skating Rink Center; the construction of a new police headquarters; and the expansion of the Robert Herndon Dearborn Hills Golf Course; and

WHEREAS, Throughout his long and distinguished career, Mayor Guido was the recipient of numerous awards and honors, including being elected as the president of the United States Conference of Mayors (U.S.C.M.); past member of the Board of Directors of the National League of Cities; member of the Fannie Mae National Advisory Council; a member of the Federal Communications Commission Local and State Advisory Committee; the 2004 and 2005 recipient of the U.S.C.M. City Livability Award; and the recipient of the Mortgage Bankers Association Investing and Communities Award for his work to create affordable housing; and

WHEREAS, Mayor Guido's public service was characterized by a decency, integrity and goodness seldom equaled, and through all of his endeavors, he complemented his honesty and passion with a refreshing sense of humor and humility; and

WHEREAS, The passing of this devoted husband and loving father will be deeply felt by his family and friends, especially his wife, Kari; his two sons, Michael and Anthony; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby commemorate and honor Mayor Michael Guido for all his accomplishments and do hereby extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mayor Michael Guido as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. DONALD HUBERT.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on November 27, 2006, at age fifty-eight, of Donald Hubert, a former president of the Chicago Bar Association, a former president of the Chicago Inn of Court, a prominent trial attorney and a respected community leader; and

WHEREAS, Born in Chicago in 1948, Mr. Hubert grew up in Chicago's Englewood neighborhood. As a youth, he delivered groceries to earn tuition for his education at Hales Franciscan High School. Mr. Hubert then attended Loyola University of

Chicago, where he founded the African-American Student Organization, and where he received his Bachelor of Arts degree in 1970. Graduating from college, Mr. Hubert attended the University of Michigan Law School, where he received his Juris Doctor degree in 1973; and

WHEREAS, Returning to Chicago following his graduation from law school, Mr. Hubert served as an Assistant Illinois Attorney General in the Financial Crimes Unit. He also served in the Special Prosecution Unit of the Attorney General's office; and

WHEREAS, In 1981, Mr. Hubert founded The Hubert Law Group, a litigation firm, and he represented major corporations, government agencies and law firms in complex litigation matters. Mr. Hubert defended murder suspects on five occasions as part of a pro bono program initiated by the then-presiding judge of the Criminal Division of the Circuit Court of Cook County, Thomas Fitzgerald; and

WHEREAS, Appointed to Special Assistant Attorney General, Special Assistant State's Attorney and Special Assistant Corporation Counsel positions, Mr. Hubert worked on complex governmental constitutional matters. Mr. Hubert also served as chairman of the Illinois Supreme Court Committee on Professional Responsibility, and as co-chairman of the Cook County Courts' Committee on Courts for the twenty-first century; and

WHEREAS, A dedicated public servant, Mr. Hubert was a member of the Civil Justice Reform Act Advisory Group, the Illinois Labor Relations Board, the Governor's Commission on Capital Punishment, retired Illinois Supreme Court Chief Justice Mary Ann G. McMorrow's Judicial Appointment Committee, and Illinois Supreme Court Justice Anne Burke's Judicial Appointment Committee. Mr. Hubert was also appointed to the City of Chicago Zoning Board of Appeals, the Mayor's Advisory Committee to the Department of Administrative Hearings and the Chicago Public Library Board of Directors; and

WHEREAS, A giant in the legal profession, Mr. Hubert was widely admired for his superior advocacy skills. Mr. Hubert received numerous awards in recognition of his achievements as a lawyer and community leader, including the Chicago Lawyer "Person of the Year" award in 1992, the *Chicago Sun-Times* "Abraham Lincoln Award" in 1992, and the Justice John Paul Stevens award of the Chicago Bar Association and the Chicago Bar Foundation in 2005 for his life's work. In 2005, Mr. Hubert was elected to serve as a member of the United States District Court Advisory Committee; and

WHEREAS, Mr. Hubert was a member of the Illinois Appellate Lawyers Association, the Illinois State and American Bar Associations, and the Society of Trial Lawyers. Mr. Hubert was also a fellow of the International Academy of Trial Lawyers, and the American College of Trial Lawyers; and

WHEREAS, A well-respected and popular community leader with unwavering commitment to educational leadership, Mr. Hubert was instrumental in a $15 Million fund-raising effort for Hales Franciscan High School, where he hailed from, and he served as the capital campaign chairman for the school. Mr. Hubert was committed to Hales Franciscan for decades, helping to make it one of the premier high schools in Chicago, with graduates attending top universities throughout the country. Mr. Hubert was also appointed to the Archdiocese of Chicago Committee on School Funding by Francis Cardinal George; and

WHEREAS, In 1991, Mr. Hubert married Mellonie E. Harris, and gained a stepson, Brandon Harris Hubert, now twenty-seven, and with whom he later had a daughter, Jessica Ashley Hubert, now twelve, whom he raised with complete devotion on his own after his wife died in 2000; and

WHEREAS, A truly remarkable human being, whose love of people and great interest in community affairs never waned, Mr. Donald Hubert will always be remembered as a distinguished son of Chicago, and as a man whose many and varied contributions to our great city will be felt for generations to come; and

WHEREAS, Mr. Donald Hubert is survived by his parents, Issac and Louise Hubert; a daughter, Jessica; a stepson, Brandon Harris Hubert; brothers, Issac, Karl, Vernon and Jerome; and sisters Shirley Hubert Thompson and Janet Hubert Kraft; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby honor the life and memory of Mr. Donald Hubert and extend our heartfelt condolences to his family; and

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

CONGRATULATIONS EXTENDED TO HONORABLE JUDITH CAROL RICE ON RETIREMENT AS TREASURER OF CITY OF CHICAGO.

WHEREAS, Judith Carol Rice has retired from the position of City Treasurer of the City of Chicago, after six years of outstanding service in that office; and

WHEREAS, She was born in Chicago on July 30, 1957, and was the granddaughter of sharecroppers and the daughter of Thelma Dean Martin and Fred Rice, Chicago's first African American police superintendent; and

WHEREAS, She grew up on the south side of Chicago, where she attended Avalon Park Elementary School and Mercy High School; and

WHEREAS, Judy Rice graduated cum laude in 1981 from Loyola University with a Bachelor of Arts in Communication, and received her Juris Doctor degree from John Marshall Law School in 1988, and was admitted to the Illinois Bar in that year; and

WHEREAS, From 1982 to 1989, Judy Rice worked in the Cook County State's Attorney's Office, where she rose from a Victim/Witness Assistant to Assistant State's Attorney; and

WHEREAS, She began her career with the City of Chicago in 1989 as an assistant corporation counsel in the Law Department, and later became managing deputy director, then director, of the Department of Revenue, where she was instrumental in the complete overhaul of the city's parking ticket fine collection system; and

WHEREAS, Judy Rice served as the first woman commissioner of two of the biggest infrastructure agencies in City of Chicago government: she was commissioner of the Department of Water from 1996 to 1999, and she was commissioner of the Department of Transportation from 1999 to 2000; and

WHEREAS, She was appointed to the office of City Treasurer by Mayor Richard M. Daley in November of 2000, and she was elected to that office in February of 2003; and

WHEREAS, Judy Rice has been an indispensable guardian of the city's funds, and she has served with distinction as trustee for the pension funds maintained for city employees, skillfully guiding them through very difficult times; and

WHEREAS, Throughout her career, Judy Rice has upheld the highest standards of excellence, and has served with great honor and expertise; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of December, 2006, do hereby express our gratitude to Judith C. Rice for her outstanding service as City Treasurer, and we commend her for her numerous other valuable contributions to the citizens of the City of Chicago, and we extend to her our best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Rice as a sign of our deep respect and gratitude.

Presented By

ALDERMAN FLORES (1st Ward):

CONGRATULATIONS EXTENDED TO HUMBOLDT CONSTRUCTION COMPANY ON TWENTY-FIFTH ANNIVERSARY.

WHEREAS, The Humboldt Construction Company celebrates its silver jubilee as one of the Bickerdike Redevelopment Corporation's most successful initiatives; and

WHEREAS, The Humboldt Construction Company was founded in 1981 for the purpose of preparing workers for success in living wage jobs by creating skilled job opportunities for low-income community residents who otherwise would have a difficult time accessing union apprenticeships and employment in the construction industry; and

WHEREAS, Humboldt Construction Company workers have constructed or rehabilitated more than one hundred buildings on this city's near west side, including one thousand forty-three residential units and six commercial spaces, through contracts totaling more than $53 Million. The company has expanded its contracts from an average size of $1.5 Million decade ago to an average size today of close to $15 Million; and

WHEREAS, In 1988, the Humboldt Construction Company and its parent organization struck an historic agreement with the Chicago & Northeast Illinois District Council of Carpenters allowing the company to hire directly from the community, sponsor its own workers into the Union's Apprentice & Training program and increase the on-site ratio of apprentices, thereby allowing more workers to be hired; and

WHEREAS, This landmark agreement has enabled the Humboldt Construction Company to create substantial employment for hundreds of local residents through direct hiring and local sub-contracting. This year, the company employed close to thirty union carpenters, including nine workers who are in four-year apprenticeship training programs. During the past quarter century, more than seventy-five workers have become journeyman carpenters through the Humboldt Construction Company; and

WHEREAS, The Humboldt Construction Company has proven to be an excellent model for socially responsible community development and revitalization; and

WHEREAS, The Honorable Manuel Flores, Alderman of the 1st Ward, has apprised this august body of the Humboldt Construction Company's significant twenty-five year milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this thirteenth day of December, 2006 A.D., do hereby salute the Humboldt Construction Company and the Bickerdike Redevelopment Corporation for being an exemplary model in the construction industry and extend our heartiest best wishes for continued success in all their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Humboldt Construction Company.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MRS. JOSLYN MARJORIE MC GHEE.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Joslyn Marjorie McGhee, beloved public servant, citizen and friend; and

WHEREAS, Born in Chicago September 29,1942, the former Joslyn Goodman attended Saint James and Holy Cross Elementary Schools and graduated from Saint Elizabeth High School in 1960. A year later she met and married the love of her life, Charles McGhee; their blessed union yielded three children: Marjorie, Monica and Charles, Jr.; and

WHEREAS, While raising her family, Joslyn McGhee became a longtime faithful employee of the federal government, working some three decades for the Internal Revenue Service. Among her positions were those of supervisor and branch manager; she retired in 1994, and then commenced a second career working in her son's insurance business, where she was employed until her death; and

WHEREAS, Herself the product of a large and loving family, Joslyn McGhee was greatly loved and respected by her children, her grandchildren, and the host of friends who were her extended family. She was also a great help to others, volunteering her energies and time to organizations like Y-Me, a national breast cancer and information support group. Her volunteer work earned her several awards and citations, and she will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirteenth day of December, 2006 A. D., do hereby express our sorrow on the passing of Joslyn Marjorie McGhee and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Joslyn Marjorie McGhee.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. CYNTHIA L. BANIA.

WHEREAS, God in His infinite wisdom has called Cynthia L. Bania to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of Stanley; cherished mother of Kenneth (Kara), Wendy, Michael, Dana (Patrick), John, Stosh and the late Randy; loving grandmother of Deanna, Mariah, Kaydon and Kylee; dearest sister of Diane (Peter) and Patrick; fond daughter-in-law of Jan and Emilia; devoted aunt of Peter (Shannon), Michelle, James, Randy, Richard and Nicholas; also survived by aunts, uncles, many cousins and enduring friend to all, Cynthia L. Bania leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Cynthia L. Bania and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Cynthia L. Bania.

TRIBUTE TO LATE MR. SHERMAN L. BRADEN.

WHEREAS, God in His infinite wisdom has called Sherman L. Braden to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Francine; loving father of Sherman "Eddie" and Gina; dear brother of the late Harold, Richard (Esther) and William; son-in-law of Pearl (the late Joseph); brother-in-law of Sandra (Patrick) and Joseph (Linda); and fond uncle of many nieces and nephews, Sherman L. Braden leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Sherman L. Braden and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sherman L. Braden.

TRIBUTE TO LATE MR. JOHN T. CICHOCKI, JR.

WHEREAS, God in His infinite wisdom has called John T. Cichocki, Jr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Cathleen; loving father of Kimberly, Lena, Kristina (Stan), Jeffery, John and Sandra; proud grandfather of Stephanie and Sydney; dearest brother of Terry (Stan), Ruth (Marty), Joseph (Lillian) and the late James; also survived by brothers-in-law, sisters-in-law, nieces and nephews; employee of the City of Chicago Department of Streets and Sanitation for many years; member of the American Legion McKinley Post Number 231; precinct captain for the 23rd Ward Regular Democratic Organization and Union Steward for Local 726, John T. Cichocki, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of John T. Cichocki, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John T. Cichocki, Jr.

TRIBUTE TO LATE MRS. LORRAINE D. FALBORSKI.

WHEREAS, God in His infinite wisdom has called Lorraine D. Falborski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted wife of the late Chester (former owners of General Sausage Company); loving mother of Diane (Robert Malec), Christine (William), Judith (Eric Vatne) and Linda (Thomas); dearest grandmother of William, Jr., U.S.N., M.U.3 (Julie), Amanda (Heath), Lauren, Jennifer, Joseph and Nina Larayne; great-grandmother of Katelyn and David; and devoted friend of Dr. and Mrs. Luke Pascale, Lorraine D. Falborski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Lorraine D. Falborski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lorraine D. Falborski.

TRIBUTE TO LATE MR. ALBERT A. FEREK.

WHEREAS, God in His infinite wisdom has called Albert A. Ferek to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Valentine; loving father of Barbara (James), Carol and Albert (Mary); cherished grandpa of Michael, Patrick, Katie, Justin and Michael; dear brother of Mary, Rose, the late Katherine, the late Victor (Virginia), the late Joseph (Mary), the late Frank (the late Charlotte), the late John (the late Mary) and the late Antoinette; uncle of many nieces and nephews; and member of Millwright Union Local Number 1693, Albert A. Ferek leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day December, 2006, do hereby express our sorrow on the death of Albert A. Ferek and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert A. Ferek.

TRIBUTE TO LATE MR. GEORGE F. "THEE CAPT." FIELDS.

WHEREAS, God in His infinite wisdom has called George F. "Thee Capt." Fields to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving husband to his devoted wife of twenty-four years Betty; son of the late William and Marie; special son-in-law of Lottie and the late Hillard; loving brother of Joan (Jim), William, Fay, John, Jean (Brian) and the late Robert; wonderful uncle of many nieces and nephews. George shared his life, knowledge and humor with so many true friends over the years. An avid Harley rider and original owner of Thee Capt.'s, Quarters, George F. "Thee Capt." Fields leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of George F. "Thee Capt." Fields and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That suitable copy of this resolution be presented to the family of George F. "Thee Capt." Fields.

TRIBUTE TO LATE MRS. ELEANOR G. FLOOD.

WHEREAS, God in His infinite wisdom has called Eleanor G. Flood to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Charles H.; loving mother of Charles T. (Joan) and Richard H. (Annette); grandmother of Vickie (Ken), Wendy, Kevin, Rick (Rebecca), Kristi, Lori, Jodi and the late Tracey; great-grandmother of Jeremy, Hailey, Morgan and T.J.; dear sister of Mary, Dorothy. Marian and the late James, Laverne, Margaret, Francis and Robert; fond aunt of many nieces and nephews; past member of Saint Bede Altar Guild and Senior Citizens Club and Scottsdale Park Smiling Seniors, Eleanor G. Flood leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Eleanor G. Flood and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eleanor G. Flood.

TRIBUTE TO LATE MR. STANLEY P. KOZLOWSKI.

WHEREAS, God in His infinite wisdom has called Stanley P. Kozlowski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Valerie; cherished dad of Mitch (the late Elaine), Cindy (Steve), Christine and the late Denise-Ann; proud grandpa of Matthew and Dominic; fond brother of Sophie, Julia and Walter (Virginia) preceded in death by sisters, Veronica, Victoria, Ann, Catherine and Frances, and brother, Frank; fond uncle of many nieces and nephews, Stanley P. Kozlowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Stanley P. Kozlowski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley P. Kozlowski.

TRIBUTE TO LATE MR. ADOLPH E. KRAWIEC.

WHEREAS, God in His infinite wisdom has called Adolph E. Krawiec to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Eleanor; dearest brother of Anne (Theodore); uncle of Michael (Debbie) and Susan; great-uncle of Laura, Robert and Daniel; member of the Back of the Yards Senior Club, Loyal Order of the Moose Lodge Number 44 and their V.I.P. Club, Rainey Park Senior Citizens, American Legion Glenmaker Post Number 1160 and the V.F.W. McDonald-Lynn Post Number 177, Adolph E. Krawiec leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Adolph E. Krawiec and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Adolph E. Krawiec.

TRIBUTE TO LATE MR. JOSEPH LUBAWY.

WHEREAS, God in His infinite wisdom has called Joseph Lubawy to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Shirley; dear father of Gary, Denise (the late Michael) and Pam (Larry); grandfather of Jodi, Michael, Jenny, Ashley and Larry, Jr.; fond brother of Diana (the late James); and former owner of "Lubawy Bar" on West 55th Street by Midway Airport, Joseph Lubawy leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered, here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Joseph Lubawy and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Lubawy.

TRIBUTE TO LATE MR. ADAM E. PRUCZNAL.

WHEREAS, God in His infinite wisdom has called Adam E. Prucznal to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Flrank J. Olivo; and

WHEREAS, The beloved husband of the late Marie P.; loving father of Sandy (Dennis); also many nieces and nephews; and World Ward II Army Air Corps veteran, Adam E. Prucznal leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Adam E. Prucznal and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Adam E. Prucznal.

TRIBUTE TO LATE MRS. MARTHA SAKOWSKI.

WHEREAS, God in His infinite wisdom has called Martha W. Sakowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Walter J.; loving mother of Lawrence (Barbara) and Christina; proud babci of Andrew (Suzanne) and Thomas; loving sister of the late Stephen and Daniel; loving aunt of numerous nieces and nephews; and member of the Polish National Alliance and the Polish Women's Alliance, Martha W. Sakowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Martha W. Sakowski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martha W. Sakowski.

TRIBUTE TO LATE MR. RICHARD H. SZEWCZYK.

WHEREAS, God in His infinite wisdom has called Richard H. Szewczyk to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Genevieve "Jean"; cherished father of Susan, Nancy (the late Thomas) and Diane; loving grandfather of eleven; great-grandfather of six; dearest brother of Eugene and the late Dolores; fond uncle of many nieces and nephews; retired longtime employee of Campbell Soup; and member of Single Parent Campers, Parents Without Partners and the Southwest Senior Citizens, Richard H. Szewczyk leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered hare this thirteenth day of December, 2006, do hereby express our sorrow on the death of Richard H. Szewczyk and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard H. Szewczyk.

TRIBUTE TO LATE MRS. FLORENCE TATARA.

WHEREAS, God in His infinite wisdom has called Florence Tatara to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife for sixty years of the late Chester; loving mother of Gregory (Leslie), Barbara, Richard and Janice; dear grandmother of Debra (Joe), Jack (fiancée Nadine), Jeffrey (Christy), Jennifer (Eric), Jake, Jody (Darren), Eric, Kris (Kelly) and Mark; cherished great-grandmother of Sawyer; dearest sister, sister-in-law, aunt and great-aunt to many; retired part owner of Polonia Dry Goods Store; and member of P.F.C. Ted Stempien Post Number 8821 V.F.W. Women's Auxiliary, Archer Highland Post Number 698 A. L. Women's Auxiliary, Saint Bruno Mothers Club, Saint Bruno Senior Citizens, Saint Bruno Rosary Sodality, Daughters of Isabella, Good Counsel Ladies' Auxiliary, Archer Civic Association and the Polish National Alliance, Florence Tatara leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Florence Tatara and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Florence Tatara.

CONGRATULATIONS EXTENDED TO GISBERTO AND CARMELA MELONE ON FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, On December 29, 2006, longtime City of Chicago residents Gisberto and Carmela Melone will celebrate their fiftieth wedding anniversary in the company of their four sons, daughters-in-law, ten grandchildren and a sizable number of relatives and friends; and

WHEREAS, Gisberto and Carmela Melone grew up in two nearby small Italian towns. They met and were engaged while still in Italy. In January, 1956, Gisberto immigrated to the United States, settling in Philadelphia, Pennsylvania where he worked as a tailor. Carmela arrived later that year to live with her aunt and uncle in Pittsburgh, Pennsylvania. They were united in holy matrimony on a snowy December day in Pittsburgh and had a modest reception in the home of Carmela's aunt and uncle. Soon after, they settled in Philadelphia; and

WHEREAS, After the birth of their first son, the family moved to this city's southwest side to settle in the Clearing neighborhood. After living in an apartment, they bought a bungalow on West 64th Street in 1960, and still call it home to this day. Their lives were blest with three more sons, a variety of dogs, cats, fish, gerbils and other pets. Their home was always filled with much love and great Italian food; and

WHEREAS, Gisberto Melone switched careers from tailor to painter. After working many years for a private contractor, he took a job for the next two decades with the Chicago Park District where he retired in 1993; and

WHEREAS, Gisberto and Carmela Melone remain quite active as they enjoy retirement. They take short trips with senior groups and enjoy doting on their grandchildren who all live in the Chicago area; and

WHEREAS, The Honorable Frank J. Olivo, Alderman of the 13th Ward, has apprised this august body of Gisberto and Carmela Melone's most significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this thirteenth day of December, 2006 A.D., do hereby salute Gisberto and Carmela Melone on the golden jubilee of their marriage and extend our heartiest best wishes for health, happiness and success in all their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gisberto and Carmela Melone.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE HONORABLE HASSAN GOULED APTIDON.

WHEREAS, The Honorable Hassan Gouled Aptidon has been called to eternal life by the wisdom of God; and

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

WHEREAS, The Honorable Hassan Gouled Aptidon was the first president of the African nation of Djibouti following the country's independence from French rule; and

WHEREAS, The Honorable Hassan Gouled Aptidon was formerly one of the world's longest-serving heads of state and stepped down in 1999 after twenty-two years in power; and

WHEREAS, During his esteemed tenure as president, The Honorable Hassan Gouled Aptidon was credited with maintaining stability in the Horn of Africa region and played an influential role as a mediator among his warring neighbors; and

WHEREAS, The Honorable Hassan Gouled Aptidon was a leading figure in his country's campaign for independence from France and will be remembered for a remarkable legacy of achievement; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Hassan Gouled Aptidon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Hassan Gouled Aptidon serve as an example to all; and

WHEREAS, The Honorable Hassan Gouled Aptidon was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Hassan Gouled Aptidon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Honorable Hassan Gouled Aptidon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Hassan Gouled Aptidon.

TRIBUTE TO LATE MR. JAMES E. BAUMHART.

WHEREAS, James E. Baumhart has been called to eternal life by the wisdom of God at the age of sixty-six; and

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

WHEREAS, A resident of Palos Heights, James E. Baumhart was a widely admired business leader and the loving husband of Barbara; and

WHEREAS, James E. Baumhart was the much-adored father of Peter, Charles and Jon to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, James E. Baumhart was the dear brother of the Reverend Raymond C., S.J., Dorothy Unger, the late Jerome and Florence Biewald; and

WHEREAS, James E. Baumhart served for forty years with the Better Business Bureau of Chicago and Northern Illinois, the last seventeen years as president and chief executive officer; and

WHEREAS, During his esteemed tenure, James E. Baumhart won praise as an able watchdog of business affairs; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James E. Baumhart gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James E. Baumhart inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of James E. Baumhart serve as an example to all; and

WHEREAS, James E. Baumhart was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James E. Baumhart imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate James E. Baumhart for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James E. Baumhart.

TRIBUTE TO LATE MR. JOHN JOSEPH BRANSFIELD, JR.

WHEREAS, John Joseph Bransfield, Jr. has been called to eternal life by the wisdom of God at the age of eighty-four; and

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

WHEREAS, John Joseph Bransfield, Jr. was a prominent Chicago investment banker and the loving husband of Myriam; and

WHEREAS, John Joseph Bransfield, Jr. was the much-adored father of John II and Mercedes to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John Joseph Bransfield, Jr. served for many years at Glore, Forgan & Company before joining William Blair & Company around 1970; and

WHEREAS, In addition to his many distinguished professional contributions, John Joseph Bransfield, Jr. was an enthusiast of the arts and a generous benefactor and promoter of the Lyric Opera; and

WHEREAS, Born in 1922, John Joseph Bransfield, Jr. was raised on the north side of Chicago and attended Loyola University and Northwestern University; and

WHEREAS, John Joseph Bransfield, Jr. fought during World War II as a member of the 3rd Armored Cavalry Regiment and participated in the liberation of Nazis prisoners in Ebensee, Austria; and

WHEREAS, The hard work, sacrifice and dedication of John Joseph Bransfield, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared John Joseph Bransfield, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, John Joseph Bransfield, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John Joseph Bransfield, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate John Joseph Bransfield, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Joseph Bransfield, Jr.

TRIBUTE TO LATE MR. FREDERICK P. CAPPETTA.

WHEREAS, Frederick P. Cappetta has been called to eternal life by the wisdom of God at the age of ninety-one; and

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

WHEREAS, A resident of Oak Brook, Frederick P. Cappetta was the loving husband of the late Anne C., nee Zalewski; and

WHEREAS, Frederick P. Cappetta was the much-adored father of Frederick C. and Michelle DiCanio to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born to immigrant parents and raised in Chicago's Little Italy neighborhood, Frederick P. Cappetta was the devoted son of the late Salvatore and Michela, nee Naponelli; and

WHEREAS, Frederick P. Cappetta enjoyed a long and highly successful career as a funeral director in the western suburbs and was a former president of the Illinois Funeral Directors Association; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Frederick P. Cappetta gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Frederick P. Cappetta inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, His love of life and ability to live it to the fullest endeared Frederick P. Cappetta to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Frederick P. Cappetta was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Frederick P. Cappetta imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Frederick P. Cappetta for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frederick P. Cappetta.

TRIBUTE TO LATE MR. ROBERT CHATAIN, JR.

WHEREAS, Robert Chatain, Jr. has been called to eternal life by the wisdom of God at the age of eighty-seven; and

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

WHEREAS, A resident of Evanston, Robert Chatain, Jr. was the loving husband of the late Kathryn; and

WHEREAS, Robert Chatain, Jr. was the much-adored father of Robert W. and Christopher to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Robert Chatain, Jr. enjoyed a long and highly successful career in his family's real estate business and later was a real estate broker on the North Shore; and

WHEREAS, Robert Chatain, Jr. was also a champion sailor who captained boats that claimed seven top-three finishes in the Chicago to Mackinac race; and

WHEREAS, Robert Chatain, Jr. sailed in forty such races and credited his sailing success to concentration, endurance, and a spirit of unremitting determination; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert Chatain, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Robert Chatain, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert Chatain, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Robert Chatain, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Robert Chatain, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Robert Chatain, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Chatain, Jr.

TRIBUTE TO LATE MRS. ANNE SIEWERS COYNE.

WHEREAS, Anne Siewers Coyne has been called to eternal life by the wisdom of God at the age of seventy-five; and

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

WHEREAS, A resident of Evanston, Anne Siewers Coyne was the loving wife of John; and

WHEREAS, Anne Siewers Coyne was the much-adored mother of Mariana Blucher, Julia Allen and Nicholas and the grandmother of five; and

WHEREAS, Anne Siewers Coyne was the dear sister of Karen Hoefs and John; and

WHEREAS, Anne Siewers Coyne enjoyed a long and highly successful career with the Chicago Public Schools and retired as the principal of the Blaine Elementary School in Lakeview; and

WHEREAS, Anne Siewers Coyne enjoyed a passion for Chicago history and possessed a collection of memorabilia that included posters, lithographic sketches and more than one thousand five hundred books about the city; and

WHEREAS, Anne Siewers Coyne also led students on regular tours of Graceland Cemetery in Chicago which included visits to the graves of some of Chicago's most famous citizens, including Louis Sullivan and Marshall Field; and

WHEREAS, The hard work, sacrifice and dedication of Anne Siewers Coyne serve as an example to all; and

WHEREAS, Anne Siewers Coyne will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Anne Siewers Coyne imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Anne Siewers Coyne for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anne Siewers Coyne.

TRIBUTE TO LATE REVEREND ANGELO D'AGOSTINO.

WHEREAS, The Reverend Angelo D'Agostino has been called to eternal life by the wisdom of God at the age of eighty; and

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

WHEREAS, The Reverend Angelo D'Agostino was an American Jesuit priest who opened the first orphanage for HIV-positive children in Kenya and fought to make AIDS drugs affordable to the poor; and

WHEREAS, A native of Providence, Rhode Island, The Reverend Angelo D'Agostino joined the Jesuits in 1955 after spending two years as a surgeon with the United States Air Force; and

WHEREAS, Known to all as "Father D'Ag", The Reverend Angelo D'Agostino traveled to Africa as part of the Jesuit Refugee Service; and

WHEREAS, The Reverend Angelo D'Agostino left behind a legacy in Kenya that includes the Nyumbani Children's Home which cares for ninety-five HIV-positive children, the Nyumbani Diagnostic Laboratory for specialized HIV services and the Leo Toto community outreach program which provides services to more than two-thousand HIV-positive children and their families, as well as Nyumbani Village, a self-sustaining community that serves one thousand orphans and elders who have been left behind by the "lost generation" of the AIDS pandemic; and

WHEREAS, The Reverend Angelo D'Agostino inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Angelo D'Agostino serve as an example to all; and

WHEREAS, The Reverend Angelo D'Agostino will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his brother, Dr. Joseph, and his sister, Sister Savina, The Reverend Angelo D'Agostino imparts a legacy of faithfulness, service and dignity; now, therefore

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Reverend Angelo D'Agostino for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Angelo D'Agostino.

TRIBUTE TO LATE REVEREND THOMAS J. DIEHL.

WHEREAS, The Reverend Thomas J. Diehl has been called to eternal life by the wisdom of God at the age of eighty-six; and

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

WHEREAS, The Reverend Thomas J. Diehl was a former executive secretary of the Chicago Province of the Society of Jesus; and

WHEREAS, The Reverend Thomas J. Diehl was ordained to the priesthood on June 13, 1950, and received an advanced education which included an Master of Arts degree in English from Loyola University Chicago and a doctorate degree from West Baden College in Indiana; and

WHEREAS, During his tenure as executive secretary, The Reverend Thomas J. Diehl played an instrumental role in administering to the needs and operations of priests and lay people at Loyola University, Saint Ignatius College Prep, Cristo Rey Jesuit High School and the Chicago Jesuit Academy; and

WHEREAS, The Reverend Thomas J. Diehl also served for sixteen years as the Pastor of Saint Xavier Parish in Cincinnati, Ohio; and

WHEREAS, The Reverend Thomas J. Diehl dedicated his life to the service of others and inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Thomas J. Diehl serve as an example to all; and

WHEREAS, The Reverend Thomas J. Diehl was much-beloved brother of John A., Catherine, Rosalie, Judith, Esther and the late David F. and Mary Agnes; and

WHEREAS, The Reverend Thomas J. Diehl will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend Thomas J. Diehl imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Reverend Thomas J. Diehl for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Thomas J. Diehl.

TRIBUTE TO LATE MR. FRANCIS PATRICK DURKAN.

WHEREAS, Francis Patrick Durkan has been called to eternal life by the wisdom of God at the age of seventy-six; and

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

WHEREAS, A native of Ireland, Francis Patrick Durkan was born in Bohola, County Mayo, in 1930, and was the nephew of The Honorable William O'Dwyer, a former Mayor of New York City; and

WHEREAS, Francis Patrick Durkan moved to New York City in 1947 and graduated from Columbia University and New York Law School; and

WHEREAS, Francis Patrick Durkan earned a reputation for his activism in the Irish-American community and vigorously used his skills as an attorney to defend clients in the United States accused of involvement with the Irish Republican Army; and

WHEREAS, Francis Patrick Durkan served as the president of the Irish Institute and wrote for prominent Irish-American publications; and

WHEREAS, The hard work, sacrifice and dedication of Francis Patrick Durkan serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Francis Patrick Durkan to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Francis Patrick Durkan will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Monica; his two daughters, Mary Louise Martin and Ashling; and his two grandchildren, Francis Patrick Durkan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Francis Patrick Durkan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Francis Patrick Durkan.

TRIBUTE TO LATE HONORABLE DONALD ENSTROM.

WHEREAS, The Honorable Donald Enstrom has been called to eternal life by the wisdom of God at the age of eighty-one; and

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

WHEREAS, The Honorable Donald Enstrom was a longtime Huntley elected official and the loving husband of Fern; and

WHEREAS, Born on his family's farm outside Huntley, The Honorable Donald Enstrom was raised in the village and graduated from Huntley High School in 1943; and

WHEREAS, The Honorable Donald Enstrom bravely served his country as a member of the United States Army and fought in the Philippines during World War II; and

WHEREAS, The Honorable Donald Enstrom returned to Huntley after the war and enjoyed a forty-one year career in the milk processing business with Dean Foods; and

WHEREAS, The Honorable Donald Enstrom served as a Huntley Village trustee from 1961 to 1972 and as mayor from 1973 to 1985; and

WHEREAS, During his tenure in office, The Honorable Donald Enstrom spearheaded many important improvements for his community, including the opening of an interchange at Illinois Highway 47 and Interstate Highway 90; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Donald Enstrom gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Donald Enstrom serve as an example to all; and

WHEREAS, The Honorable Donald Enstrom will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Fern; his brother, Richard; his sister, Florence Tucker; and his grandchild, The Honorable Donald Enstrom imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Honorable Donald Enstrom for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Donald Enstrom.

TRIBUTE TO LATE REVEREND ROMAN GALIARDI.

WHEREAS, The Reverend Roman Galiardi has been called to eternal life by the wisdom of God at the age of seventy-six; and

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

WHEREAS, The Reverend Roman Galiardi was a widely admired member of the Benedictine religious community and a former president of what is now known as Benedictine University in Lisle; and

WHEREAS, The Reverend Roman Galiardi presided over the school's growth and played an influential role in its success during his tenure as its president from 1965 to 1971; and

WHEREAS, Under the leadership of The Reverend Roman Galiardi the school changed its name from Saint Procopius College and changed from an all-male institution to a co-educational one in 1968; and

WHEREAS, Born Stephen Galiardi in Cleveland, Ohio, The Reverend Roman Galiardi entered the monastic community in 1951 and professed his vows in 1957 when he took the name Roman; and

WHEREAS, The Reverend Roman Galiardi served from 1971 to 1982 as president of Sacred Heart which later became Kansas Newman College in Wichita, Kansas; and

WHEREAS, In 1985, The Reverend Roman Galiardi became the pastor of Saint Joan of Arc Catholic Church in Lisle where he served for fifteen years and oversaw the construction of its parish center and the commission of a statue of the parish's patroness; and

WHEREAS, Prior at Saint Procopius Abbey, The Reverend Roman Galiardi earned a reputation as an expert in canon law; and

WHEREAS, The Reverend Roman Galiardi inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Roman Galiardi serve as an example to all; and

WHEREAS, The Reverend Roman Galiardi will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, the Reverend Roman Galiardi imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Reverend Roman Galiardi for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Roman Galiardi.

TRIBUTE TO LATE MR. ARTHUR "ART" M. GOEBELT.

WHEREAS, Arthur "Art" M. Goebelt has been called to eternal life by the wisdom of God at the age of eighty-three; and

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

WHEREAS, Arthur "Art" M. Goebelt was a prominent Chicago area building contractor and the loving husband for sixty-one years of Margaret Ann, nee Keller; and

WHEREAS, Arthur "Art" M. Goebelt was the much-adored father of Linda Thompson, Diane Burke and Kim Eisterhold to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Arthur "Art" M. Goebelt enjoyed a long and highly successful career as a contractor during which he built schools, swimming pools, ice rinks, and over one hundred seventy-five homes in Lincolnwood and the north shore area; and

WHEREAS, Arthur "Art" M. Goebelt also was responsible for constructing the Lincolnwood Saint John Lutheran Church and many other projects involving suburban schools, municipalities and park districts; and

WHEREAS, A World War II veteran and a recognized civic leader, Arthur "Art" M. Goebelt was a post commander of Lincolnwood American Legion Post 1226 and the president of Lincolnwood Lions Club for more than twelve years; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Arthur "Art" M. Goebelt gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Arthur "Art" M. Goebelt inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Arthur "Art" M. Goebelt serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Arthur "Art" M. Goebelt to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Arthur "Art" M. Goebelt will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Arthur "Art" M. Goebelt imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Arthur "Art" M. Goebelt for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Arthur "Art" M. Goebelt.

TRIBUTE TO LATE MR. LEE "SHORTY" GORDON.

WHEREAS, Lee "Shorty" Gordon has been called to eternal life by the wisdom of God at the age of eighty-four; and

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

WHEREAS, Lee "Shorty" Gordon was the first United States prisoner to escape a German P.O.W. camp during World War II; and

WHEREAS, Lee "Shorty" Gordon was a ball turret gunner with the Army Air Corps' 305th Bombing Group when his plane was shot down over Wilhelmshaven, Germany in 1943; and

WHEREAS, After a parachute landing, Lee "Shorty" Gordon was captured by German troops and imprisoned in the Moosburg P.O.W. Camp; and

WHEREAS, On his third attempt at an escape, Lee "Shorty" Gordon successfully escaped by scaling a fence and hopping a freight train to France where he made contact with the French Resistance; and

WHEREAS, Lee "Shorty" Gordon was eventually reunited with the Allied forces and was awarded the Silver Star; and

WHEREAS, The bravery, sacrifice and dedication of Lee "Shorty" Gordon serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Lee "Shorty" Gordon to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Lee "Shorty" Gordon will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three children, Van, Cherie and Cris, Lee "Shorty" Gordon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Lee "Shorty" Gordon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lee "Shorty" Gordon.

TRIBUTE TO LATE MR. JOHNNIE BRYAN HUNT, SR.

WHEREAS, Johnnie Bryan Hunt, Sr. has been called to eternal life by the wisdom of God at the age of seventy-nine; and

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

WHEREAS, The son of a sharecropper, Johnnie Bryan Hunt, Sr. was born on February 28, 1927, in rural Heber Springs in north-central Arkansas; and

WHEREAS, Johnnie Bryan Hunt, Sr. was a prominent trucking firm magnate and the loving husband of Johnelle, nee DeBusk; and

WHEREAS, Johnnie Bryan Hunt, Sr. was the much-adored father of Bryan and Jane to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Johnnie Bryan Hunt, Sr. enjoyed a long and highly successful career in the trucking industry and was the founder of J.B. Hunt Transport Services; and

WHEREAS, Following his retirement in 2004, Johnnie Bryan Hunt, Sr. pursued business interests as a private real estate investor and developer; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Johnnie Bryan Hunt, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Johnnie Bryan Hunt, Sr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Johnnie Bryan Hunt, Sr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Johnnie Bryan Hunt, Sr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Johnnie Bryan Hunt, Sr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Johnnie Bryan Hunt, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Johnnie Bryan Hunt, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Johnnie Bryan Hunt, Sr.

TRIBUTE TO LATE MR. ALLEN J. HOOVER.

WHEREAS, Allen J. Hoover has gone to eternal life at the age of sixty-five; and

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

WHEREAS, A resident of Wilmette, Allen J. Hoover was a widely admired member of the legal community and the beloved husband of Louise, nee Ganja; and

WHEREAS, Allen J. Hoover was the much-adored father of Allen E. and Annette Hering and the grandfather of two to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Allen J. Hoover, devoted son of the late Allen H. Hoover, M.D. and Margaret, nee Dailey, and the dear brother of Edward F.; and

WHEREAS, Allen J. Hoover enjoyed a long and highly successful tenure as a patent and intellectual property law attorney in Chicago for more than twenty years; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Allen J. Hoover gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Allen J. Hoover inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Allen J. Hoover serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Allen J. Hoover to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Allen J. Hoover was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Allen J. Hoover imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Allen J. Hoover for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Allen J. Hoover.

TRIBUTE TO LATE MRS. ELIZABETH SWIFT JUST.

WHEREAS, Elizabeth Swift Just has been called to eternal life by the wisdom of God at the age of one hundred one; and

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

WHEREAS, A woman of dignity, grace and charm, Elizabeth Swift Just was the loving wife of former *Waukegan News-Sun* publisher F. Ward Just; and

WHEREAS, Elizabeth Swift Just was a former president of the Just Foundation, an educational charity established by her husband prior to his death in 1970; and

WHEREAS, A native of the south side of Chicago, Elizabeth Swift Just hailed from a politically prominent family and was the granddaughter of Chicago Mayor George Bell Swift; and

WHEREAS, Elizabeth Swift Just and her husband lived in Waukegan for sixteen years before moving in 1946 to Lake Forest; and

WHEREAS, Elizabeth Swift Just gave of herself fully to her family and inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Elizabeth Swift Just serve as an example to all; and

WHEREAS, Elizabeth Swift Just will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her son, Ward S.; her daughter, Joy Just Steiner; five grandchildren; and eight great-grandchildren, Elizabeth Swift Just imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Elizabeth Swift Just for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth Swift Just.

TRIBUTE TO LATE DR. RICHARD W. LEOPOLD.

WHEREAS, Dr. Richard W. Leopold has been called to eternal life by the wisdom of God at the age of ninety-four; and

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

WHEREAS, Dr. Richard W. Leopold was a widely admired member of the academic community and a longtime professor at Northwestern University; and

WHEREAS, A native of Manhattan, Dr. Richard W. Leopold was the son of a New York businessman and grew up on the upper west side; and

WHEREAS, Dr. Richard W. Leopold attended Phillips Exeter Academy and Princeton University and received advanced degrees from Harvard University; and

WHEREAS, In 1948, Dr. Richard W. Leopold came from Harvard University to Northwestern University where he enjoyed a highly successful career and specialized in American diplomatic history; and

WHEREAS, During his distinguished tenure, Dr. Richard W. Leopold became a member of an elite group of historians at Northwestern known as the "American Quartet" because of their scholarship on United States history; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Richard W. Leopold serve as an example to all; and

WHEREAS, Dr. Richard W. Leopold will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Richard W. Leopold imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Dr. Richard W. Leopold for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Richard W. Leopold.

TRIBUTE TO LATE HONORABLE BRUNO MENICUCCI.

WHEREAS, The Honorable Bruno Menicucci has been called to eternal life by the wisdom of God at the age of sixty-nine; and

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

WHEREAS, The Honorable Bruno Menicucci was a prominent Nevada public official who served as the mayor of the City of Reno from 1977 to 1979; and

WHEREAS, The Honorable Bruno Menicucci served from 1973 to 1981 as a member of the Reno City Council; and

WHEREAS, During his distinguished and highly influential tenure in public service, The Honorable Bruno Menicucci presided over a boom in Reno's casino industry and population growth; and

WHEREAS, Prior to entering public life, The Honorable Bruno Menicucci served as an educator and coach at Bishop Manogue Catholic High School and opened Bruno Menicucci Insurance Services; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Bruno Menicucci gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Bruno Menicucci serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable Bruno Menicucci to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The Honorable Bruno Menicucci was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Bruno Menicucci imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Honorable Bruno Menicucci for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Bruno Menicucci.

TRIBUTE TO LATE MR. MICHAEL R. MC KENNA.

WHEREAS, Michael R. McKenna has gone to his eternal reward at the age of fifty-eight; and

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

WHEREAS, Michael R. McKenna was a widely admired member of the legal community and the beloved husband of Suzanne and the late Pamela; and

WHEREAS, Michael R. McKenna was the much-adored father of Matthew, Warren, Amber Burnett, and Jonah and the grandfather of four to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Michael R. McKenna was the son of the late Madeline and Russell, Sr. and the brother of Russell, Jr.; and

WHEREAS, Michael R. McKenna was a well-respected patent attorney in the City of Chicago with the firm Wood Phillips; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Michael R. McKenna gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Michael R. McKenna inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Michael R. McKenna serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Michael R. McKenna to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Michael R. McKenna was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Michael R. McKenna imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Michael R. McKenna for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael R. McKenna.

TRIBUTE TO LATE MS. CARLOTTA MC GUIRE.

WHEREAS, Carlotta McGuire has been called to eternal life by the wisdom of God at the age of sixty-five; and

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

WHEREAS, Carlotta McGuire was a veteran publicist and a vice president of the Martin E. Janis & Company public relations firm; and

WHEREAS, The daughter of a financial securities executive, Carlotta McGuire attended the Convent of the Sacred Heart in Chicago and North Shore Country Day School in Winnetka; and

WHEREAS, Carlotta McGuire studied at the universities of Sorbonne and Grenoble in France before earning her bachelor's degree from Northwestern University; and

WHEREAS, Carlotta McGuire's great-uncle, The Honorable John Patrick Hopkins, was the City of Chicago's first Catholic to serve as mayor and held the office from 1893 to 1895; and

WHEREAS, A woman of dignity, grace and charm, Carlotta McGuire inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Carlotta McGuire serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Carlotta McGuire to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Carlotta McGuire was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Carlotta McGuire imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Carlotta McGuire for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carlotta McGuire.

TRIBUTE TO LATE MR. JAMES T. MC GUIRE, JR.

WHEREAS, James T. McGuire, Jr. has been called to eternal life by the wisdom of God at the age of seventy-nine; and

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

WHEREAS, James T. McGuire, Jr. was a retired member of the law enforcement community and the loving husband of the late Rita, nee Matz; and

WHEREAS, James T. McGuire, Jr. was the much-adored father of James, III, Christopher, Patrick, Rita, Susan and Mary to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The son of a Chicago Fire Department Captain, James T. McGuire, Jr. was raised on the northwest side and was shipped out to the Far East as a member of the United States Navy when World War II ended; and

WHEREAS, James T. McGuire, Jr. served in the Chicago Police Department from 1950 to 1980 where he rose through the ranks to become a detective, a district commander and a director of training and records; and

WHEREAS, During the administration of Governor Richard Ogilvie, James T. McGuire, Jr. served from 1969 to 1973 as the Superintendent of the Illinois State Police; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James T. McGuire, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James T. McGuire, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of James T. McGuire, Jr. serve as an example to all; and

WHEREAS, James T. McGuire, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James T. McGuire, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate James T. McGuire, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James T. McGuire, Jr.

TRIBUTE TO LATE MR. EDWARD MILLER.

WHEREAS, Edward Miller has been called to eternal life by the wisdom of God at the age of eighty-four; and

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

WHEREAS, Edward Miller was a prominent Chicago labor lawyer and a former chairman of the National Labor Relations Board under President Richard M. Nixon; and

WHEREAS, The son of a doctor, Edward Miller was raised in Clintonville, Wisconsin and served his country in the Philippines as a member of the Naval Reserve during World War II; and

WHEREAS, Edward Miller earned his law degree from the University of Wisconsin in 1947 and attended Harvard Graduate School of Business; and

WHEREAS, Edward Miller served as a partner with Pope, Ballard, Shepard & Fowle from the early 1950s until 1994 and later joined Seyfarth Shaw until his retirement in 2003; and

WHEREAS, Edward Miller was appointed by President Nixon in 1970 and earned praise for his fair-minded tenure as chairman of the National Labor Relations Board; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Edward Miller gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Edward Miller inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Edward Miller serve as an example to all; and

WHEREAS, Edward Miller will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Thomas; his three daughters, Ellen Gerkens, Barbara Anderson and Elizabeth Lawhun; his stepson, Christopher Phillips; his stepdaughter, Sarah Parkhill; and his twelve grandchildren, Edward Miller imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Edward Miller for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward Miller.

TRIBUTE TO LATE MRS. ESTHER MARIE PIETROWICZ.

WHEREAS, Esther Marie Pietrowicz has been called to eternal life by the wisdom of God at the age of ninety-one; and

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

WHEREAS, A woman of dignity, grace and charm, Esther Marie Pietrowicz, nee Kielczewski, was the loving wife of the late Felix; and

WHEREAS, Raised in the Bridgeport neighborhood, Esther Marie Pietrowicz attended Saint John of God Grammar School and Calumet High School before joining the Western Electric Company as a bookkeeper; and

WHEREAS, Esther Marie Pietrowicz married in 1937 and raised two daughters while operating a grocery store for many years in the Back of the Yards neighborhood; and

WHEREAS, Esther Marie Pietrowicz was extremely proud of her Polish heritage and was a valued member of the Chicago Polish National Alliance and the Polish Roman Catholic Union; and

WHEREAS, Esther Marie Pietrowicz lived through the Great Depression and two world wars and always stressed the importance of family and education; and

WHEREAS, Esther Marie Pietrowicz was also active in Chicago's Democratic Party for which she served as a precinct captain; and

WHEREAS, Esther Marie Pietrowicz inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Esther Marie Pietrowicz serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Esther Marie Pietrowicz to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Esther Marie Pietrowicz was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her two daughters, Felicia Marie Lachat and Charlene Marie Hummel, Esther Marie Pietrowicz imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Esther Marie Pietrowicz for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Esther Marie Pietrowicz.

TRIBUTE TO LATE MR. FERNANDO PRIETO.

WHEREAS, Fernando Prieto has been called to eternal life by the wisdom of God at the age of seventy-six; and

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

WHEREAS, Born in Bogota, Colombia, Fernando Prieto studied journalism in Venezuela and came to the United States in 1963; and

WHEREAS, Fernando Prieto settled in Chicago where he began his career in journalism in the early 1970s, working at Chicago television and radio stations; and

WHEREAS, An individual of exuberant energy and contagious enthusiasm, Fernando Prieto was considered a veteran of Spanish language media in Chicago and a valued member of its Colombian community; and

WHEREAS, Fernando Prieto served as the managing editor of *La Raza* newspaper and also as an assistant press secretary in the Illinois Governor's Office; and

WHEREAS, From 1981 to 1983, Fernando Prieto was the Hispanic Press Liaison under Chicago Mayor Jane M. Byrne; and

WHEREAS, Fernando Prieto's long and highly successful career also included service as a public information director for the City Colleges of Chicago; and

WHEREAS, Since 1991, Fernando Prieto ably served as the assistant dean at a branch of Wright College's Humboldt Park Vocational Education Center where he was in charge of Hispanic outreach programs; and

WHEREAS, His love of life and ability to live it to the fullest endeared Fernando Prieto to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Fernando Prieto will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Olga; his two sons, Fernando II and Juan Pablo; his two daughters, Diana Burchard and Sonia; his brother, Otto; his two sisters, Paulina Thomas and Ligia Staudinger; and his grandchild, Fernando Prieto imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Fernando Prieto for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fernando Prieto.

TRIBUTE TO LATE MR. JOSEPH ROBBINS.

WHEREAS, Joseph Robbins has been called to eternal life by the wisdom of God at the age of eighty-three; and

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

WHEREAS, Joseph Robbins was the beloved husband of Enid and the late Marian; and

WHEREAS, Joseph Robbins was the much-adored father of Mark, Larry and Richard and the grandfather of three to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A widely admired business and civic leader, Joseph Robbins enjoyed a fifty-year career in the coin-operated machine industry; and

WHEREAS, Joseph Robbins served from the mid-1950s until 1972 as the co-owner of Empire Distributing in Chicago, one of the largest distributors of coin-operated machines in America; and

WHEREAS, Joseph Robbins played an influential role in the founding of industry organizations, including the American Amusement Machine Association, which presents an award annually in his honor; and

WHEREAS, Joseph Robbins was also known for his generous philanthropy, especially his endowment of a chair at the Weizmann Institute of Science in Israel; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Joseph Robbins gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Joseph Robbins inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Joseph Robbins serve as an example to all; and

WHEREAS, A resident of Delray Beach, Florida, and formerly of Chicago, Joseph Robbins will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph Robbins imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Joseph Robbins for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Robbins.

TRIBUTE TO LATE MR. GLENN "BO" SCHEMBECHLER.

WHEREAS, Glenn "Bo" Schembechler has been called to eternal life by the wisdom of God at the age of seventy-seven; and

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

WHEREAS, Glenn "Bo" Schembechler was a legendary head coach who led the University of Michigan's Wolverines football team for two decades; and

WHEREAS, Glenn "Bo" Schembechler was a seven-time Big Ten coach of the year and compiled a 194-48-5 record at the University of Michigan from 1969 to 1989; and

WHEREAS, Glenn "Bo" Schembechler's record over twenty-six years of coaching was 234-65-8; and

WHEREAS, Born on April 1, 1929, in Barberton, Ohio, Glenn "Bo" Schembechler attended Miami University in Oxford, Ohio where he played football under two great coaches of the game, Sid Gillman and Woody Hayes; and

WHEREAS, Glenn "Bo" Schembechler earned his master's degree at Ohio State University and began his coaching career after serving his country in the United States Army; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Glenn "Bo" Schembechler gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Glenn "Bo" Schembechler inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Glenn "Bo" Schembechler serve as an example to all; and

WHEREAS, Glenn "Bo" Schembechler will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Glenn "Bo" Schembechler imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Glenn "Bo" Schembechler for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Glenn "Bo" Schembechler.

TRIBUTE TO LATE MR. CHARLES "CHARLIE" SEDIVEC.

WHEREAS, Charles "Charlie" Sedivec has been called to eternal life by the wisdom of God at the age of eighty-five; and

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

WHEREAS, Born March 17, 1921, in Berwyn, Charles "Charlie" Sedivec was the beloved son of the late Joseph and Bessie, nee Lebeda; and

WHEREAS, Charles "Charlie" Sedivec grew up along the Fox River and lived all his life in Cary and Fox River Grove; and

WHEREAS, Charles "Charlie" Sedivec married Shirley Schultz in Cary in 1949 and the couple raised a close and loving family consisting of two children, Laurie Verseman and Chuck; and

WHEREAS, Charles "Charlie" Sedivec owned and operated C. Sedivec Heating and Sheet Metal Company for almost fifty years and served on the Fox River Grove Fire Department for more than ten years; and

WHEREAS, As a young man, Charles "Charlie" Sedivec gained recognition as a ski jumper, winning the national championship, and later served as an official at the 1980 Olympic Winter games at Lake Placid, New York; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Charles "Charlie" Sedivec gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Charles "Charlie" Sedivec serve as an example to all; and

WHEREAS, Charles "Charlie" Sedivec will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Charles "Charlie" Sedivec imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Charles "Charlie" Sedivec for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles "Charlie" Sedivec.

TRIBUTE TO LATE DR. GARY SIEGEL.

WHEREAS, Dr. Gary Siegel has been called to eternal life by the wisdom of God at the age of sixty-two; and

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

WHEREAS, A longtime resident of the Peterson Park neighborhood, Dr. Gary Siegel was a widely admired educator and the loving husband of Beverly; and

WHEREAS, Dr. Gary Siegel was the much-adored father of Sunny Levi, Johanna, Samantha, Adam, Joshua and Gabriel to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. Gary Siegel enjoyed a long and highly successful career as an associate professor at DePaul University in Chicago; and

WHEREAS, Dr. Gary Siegel taught at the university since 1980 and was the author of numerous publications on accountancy, teaching, business and sociology; and

WHEREAS, Born and raised in Chicago, Dr. Gary Siegel graduated from Senn High School and earned his undergraduate and graduate degrees from the University of Illinois; and

WHEREAS, Dr. Gary Siegel served as the head of the Gary Siegel Organization, an independent opinion research and behavioral accounting firm, and was the founder of the Jewish Burial Society which assists families arranging traditional burial rites; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Gary Siegel gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Gary Siegel inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Gary Siegel serve as an example to all; and

WHEREAS, Dr. Gary Siegel will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Gary Siegel imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Dr. Gary Siegel for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Gary Siegel.

TRIBUTE TO LATE MR. WALTER SIMMONS.

WHEREAS, Walter Simmons has been called to eternal life by the wisdom of God at the age of ninety-eight; and

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

WHEREAS, Walter Simmons was a renowned member of the journalism community who enjoyed a three-decade long career as a writer and editor with the *Chicago Tribune*; and

WHEREAS, A former far east correspondent, Walter Simmons covered battles in the South Pacific during World War II and the outbreak of the Korean War; and

WHEREAS, Walter Simmons also served as the editor of the Sunday newspaper and the Sunday magazine before his retirement in 1973; and

WHEREAS, Born in Fargo, North Dakota, Walter Simmons began his career as a reporter at the *Daily Argus-Leader* in Sioux Falls where he worked for ten years before joining the *Chicago Tribune* in 1942; and

WHEREAS, Walter Simmons lived for many years in Kenilworth and was the beloved husband of the late Edith, nee Dokken, with whom he raised two children, and the late Edith Weigle; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Walter Simmons gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Walter Simmons inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Walter Simmons serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Walter Simmons to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Walter Simmons was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Walter Simmons imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Walter Simmons for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolve*d, That a suitable copy of this resolution be presented to the family of Walter Simmons.

TRIBUTE TO LATE HONORABLE GEORGE PENMAN SULLIVAN, SR.

WHEREAS, The Honorable George Penman Sullivan, Sr., has been called to eternal life by the wisdom of God at the age of eighty-nine; and

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

WHEREAS, The Honorable George Penman Sullivan, Sr., was the beloved husband for sixty-four years of the late Catherine "Kay" Heerey Sullivan; and

WHEREAS, The Honorable George Penman Sullivan, Sr. was the much-adored father of George P., Jr., Maripat Higgins, Daniel J., the late Kathleen Correa, the late Joseph, Catherine and Mary; and

WHEREAS, The Honorable George Penman Sullivan, Sr. enjoyed a forty-two year career at Illinois Gear before retiring as a vice president; and

WHEREAS, During the next twenty-nine years, The Honorable George Penman Sullivan, Sr. volunteered with the Executive Service Corps as a consultant for non-profit businesses, including Goodwill Industries; and

WHEREAS, The Honorable George Penman Sullivan, Sr. served as a board member for Catholic Charities and as a member of the Founders Society of Saint Francis Hospital; and

WHEREAS, The Honorable George Penman Sullivan, Sr. was elected to two terms as trustee to the Wilmette Village Board and served as chairman of the Wilmette Sewer Commission where he oversaw a $44 Million expansion program; and

WHEREAS, The Honorable George Penman Sullivan, Sr. was also a past co-chair of the Loyola Academy President's Dinner and was active in Saints Faith, Hope & Charity Parish where he was an usher, lector and reader to the grade school children; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable George Penman Sullivan, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable George Penman Sullivan, Sr. serve as an example to all; and

WHEREAS, The Honorable George Penman Sullivan, Sr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable George Penman Sullivan, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate The Honorable George Penman Sullivan, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable George Penman Sullivan, Sr.

TRIBUTE TO LATE MRS. PHYLLIS SUTKER.

WHEREAS, Phyllis Sutker has been called to eternal life by the wisdom of God at the age of eighty-three; and

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

WHEREAS, A resident of Skokie, Phyllis Sutker, nee Twery, was the loving wife of The Honorable Calvin R.; and

WHEREAS, Phyllis Sutker was the much-adored mother of Sharon Sutker McGowan, Shelley Sutker-Dermer, Edie Sue and Allen; and the grandmother of eight; and

WHEREAS, Phyllis Sutker devoted nearly her entire adult life to bettering the lives of others through her service on behalf of Jewish causes; and

WHEREAS, Phyllis Sutker was a former national president of NA' AMAT USA, the Hebrew acronym for an organization that is devoted to helping Israeli women, children and families; and

WHEREAS, Phyllis Sutker was a Delegate to six World Zionist Congresses and a member of the Board of Governors of the Jewish Agency; and

WHEREAS, Phyllis Sutker attended Wright Junior College and the University of Chicago where she earned an undergraduate and a graduate degree in social work; and

WHEREAS, Before having her children, Phyllis Sutker worked at the Jewish Children's Bureau; and

WHEREAS, Phyllis Sutker inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Phyllis Sutker serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Phyllis Sutker to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Phyllis Sutker was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Phyllis Sutker imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Phyllis Sutker for her grace-filled life and do hereby express our condolences to her family and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Phyllis Sutker.

TRIBUTE TO LATE MR. KENNETH TAYLOR.

WHEREAS, Kenneth Taylor has been called to eternal life by the wisdom of God at the age of eighty-six; and

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

WHEREAS, Kenneth Taylor was a decorated Army Air Force pilot who shot down at least two attacking enemy aircraft during the attack by Japan on Pearl Harbor on December 7, 1941; and

WHEREAS, A recipient of the Distinguished Service Cross, Kenneth Taylor rose to the rank of colonel during twenty-seven years of active duty; and

WHEREAS, Kenneth Taylor served as commander of the Alaska Air National Guard and retired from the military as a brigadier general in 1971; and

WHEREAS, Kenneth Taylor worked as a civilian in the insurance industry and was a technical adviser for the film "*Tora! Tora! Tora*!"; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Kenneth Taylor gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Kenneth Taylor serve as an example to all; and

WHEREAS, Kenneth Taylor will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Kenneth Taylor imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Kenneth Taylor for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kenneth Taylor.

TRIBUTE TO LATE MRS. HELEN TOMASZKIEWICZ.

WHEREAS, Helen Tomaszkiewicz has been called to eternal life by the wisdom of God at the age of eighty-eight; and

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

WHEREAS, A resident of Indian Head Park, Helen Tomaszkiewicz was the loving wife for fifty-eight years of the late Adam; and

WHEREAS, Helen Tomaszkiewicz, nee Grad, was the much-adored mother of Cecelia, Melanie and the late Robert; and dear grandmother of Michael; and

WHEREAS, A professional seamstress and clothing designer, Helen Tomaszkiewicz entered the industry as a teenager and was an original member of the International Garment Workers Union; and

WHEREAS, Helen Tomaszkiewicz was a lifetime member of the Polish National Alliance as well as the first woman president of the Cicero Society Group, 825 P.N.A.; and

WHEREAS, A woman of dignity, grace and charm, Helen Tomaszkiewicz inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Helen Tomaszkiewicz serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Helen Tomaszkiewicz to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Helen Tomaszkiewicz will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Helen Tomaszkiewicz imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Helen Tomaszkiewicz for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen Tomaszkiewicz.

TRIBUTE TO LATE MR. FRANK R. WASIELEWSKI.

WHEREAS, Frank R. Wasielewski has been called to eternal life by the wisdom of God at the age of ninety-two; and

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

WHEREAS, Born on February 12, 1914 to Polish immigrants, John and Mary, nee Izydorski, Frank R. Wasielewski was raised in the Back of the Yards neighborhood on the southwest side of Chicago where he resided for almost his entire life; and

WHEREAS, Frank R. Wasielewski graduated from Kelly High School and married the former Anna Solava; and

WHEREAS, The couple raised a close and loving family consisting of three daughters, Barbara Grosskopf, Patricia Baksinski and JoAnn Dickinson; and

WHEREAS, Frank R. Wasielewski worked for many years at the Sloan Valve Company in Franklin Park from which he retired as a foreman; and

WHEREAS, In his free time, Frank R. Wasielewski enjoyed hunting, fishing and bowling and was a valued member of the Derbis Club, a neighborhood social organization; and

WHEREAS, A man who was always true to his word, Frank R. Wasielewski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Frank R. Wasielewski was the cherished grandfather of Dawn Sanchez, Michael Grosskopf, John Grosskopf, Dr. Adrienne Baksinski, Amanda Dickinson and Jeremy Dickinson and the great-grandfather of four; and

WHEREAS, Frank R. Wasielewski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved and devoted family, Frank R. Wasielewski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Frank R. Wasielewski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank R. Wasielewski.

TRIBUTE TO LATE MR. ELLIOT WELLES.

WHEREAS, Elliot Welles has been called to eternal life by the wisdom of God at the age of seventy-nine; and

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

WHEREAS, Elliot Welles was a Holocaust survivor and a retired head of the B'nai B'rith Anti-Defamation League's Nazi-hunting operations for two decades; and

WHEREAS, Elliot Welles dedicated his adult life to tracking down Nazis who had eluded justice following World War II and was successful in finding and prosecuting the SS officer who ordered his mother's death; and

WHEREAS, Born Kurt Sauerquell in Vienna, Austria, on September 18, 1927, Elliot Welles was imprisoned by the Nazis early in the war because he was Jewish and sent first to Latvia and then to a concentration camp in Poland; and

WHEREAS, Elliot Welles escaped during a forced march to another camp in Germany and made his way back to Vienna; and

WHEREAS, Elliot Welles married Holocaust survivor Ceil Chaiken and they immigrated to the United States in 1949; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Elliot Welles gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Elliot Welles inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Elliot Welles serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Elliot Welles to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Elliot Welles will be dearly missed and fondly remembered by his relatives, friends and admirers; and

WHEREAS, To his beloved family, Elliot Welles imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Elliot Welles for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elliot Welles.

TRIBUTE TO LATE DR. ROBERT W. WISSLER.

WHEREAS, Dr. Robert W. Wissler has been called to eternal life by the wisdom of God at the age of eighty-nine; and

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

WHEREAS, Dr. Robert W. Wissler was a widely admired member of the medical community and the loving husband of Betty; and

WHEREAS, Dr. Robert W. Wissler was the much-adored father of Barbara Mayers, Mary Graham and John to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. Robert W. Wissler enjoyed a long and highly successful career at The University of Chicago where he was a professor and discovered a connection between diet and heart disease; and

WHEREAS, A study conducted by Dr. Robert W. Wissler and his colleagues showed that diet and medication can reverse atherosclerosis; and

WHEREAS, A native of Indiana, Dr. Robert W. Wissler earned a doctorate in pathology and his medical degree from The University of Chicago and belonged to many professional organizations; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Robert W. Wissler gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Robert W. Wissler inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Robert W. Wissler serve as an example to all; and

WHEREAS, Dr. Robert W. Wissler was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Robert W. Wissler imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby commemorate Dr. Robert W. Wissler for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Robert W. Wissler.

CONGRATULATIONS EXTENDED TO DR. EDMUND R. DONOGHUE ON RETIREMENT AS CHIEF MEDICAL EXAMINER OF COOK COUNTY.

WHEREAS, Dr. Edmund R. Donoghue, a widely admired member of the medical profession, has announced his retirement as chief medical examiner of Cook County following thirteen years of dedicated public service; and

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

WHEREAS, Dr. Edmund R. Donoghue, a forensic pathologist, was appointed to succeed Dr. Robert J. Stein in 1993; and

WHEREAS, Dr. Edmund R. Donoghue brought to the position a resume of impeccable training and experience; and

WHEREAS, During his career, Dr. Edmund R. Donoghue served in the United States Navy Medical Corps from 1974 to 1977 and participated in the investigation of the 1977 Pan Am-KLM aircraft crash in the Canary Islands; and

WHEREAS, In Cook County, Dr. Edmund R. Donoghue played an important leadership role in the investigations of the 1979 crash of American Airlines Flight 191 at O'Hare International Airport, the Tylenol-Cyanide murders in 1982 and the deaths caused by the 1995 Chicago Heat Wave; and

WHEREAS, Dr. Edmund R. Donoghue is certified by the American Board of Pathology and has served as the president and chair of the board of directors of the National Association of Medical Examiners; and

WHEREAS, Dr. Edmund R. Donoghue is a past president of the Chicago Medical Society and a past treasurer of the Illinois State Medical Society; and

WHEREAS, Dr. Edmund R. Donoghue is the immediate past president of the American Academy of Forensic Sciences and a member of the editorial review boards of the *American Journal of Forensic Medicine and Pathology* and the *Journal of Forensic Sciences*; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Edmund R. Donoghue serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby congratulate Dr. Edmund R. Donoghue on his retirement and do hereby express our gratitude for his remarkable service to the people of Chicago and Cook County; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Edmund R. Donoghue.

CONGRATULATIONS EXTENDED TO MR. THOMAS EPACH ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the " American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Thomas Epach began his illustrious career with the Chicago Police Department in August of 2001 after serving for twenty-five years as a prosecutor with the Cook County State's Attorneys Office, where he was the chief of the Criminal Division; and

WHEREAS, Thomas Epach officially retired on December 1, 2006, as the executive assistant to the superintendent of the Chicago Police Department; and

WHEREAS, During his career, Thomas Epach made many important contributions to the modernization of the department and regularly assisted the Detective Division in the investigation of hundreds of homicides; and

WHEREAS, Thomas Epach received the Superintendent's Award of Merit for his work designing and implementing a state-of-the-art program that allows for the electronic recording of interviews with all homicide suspects; and

WHEREAS, Among his many other accomplishments, Thomas Epach devised and implemented a number of anti-violence initiatives which have played a role in decreasing the numbers of violent crimes, including murders, in Chicago; and

WHEREAS, A native of the south side, Thomas Epach is the husband of The Honorable Lynne Kawamoto and the father of Amy Schexnayder and the grandfather of two; and

WHEREAS, In his retirement, Thomas Epach plans to write a book and practice law; and

WHEREAS, Thomas Epach devoted more than five years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this thirteenth day of December, 2006, do hereby express our gratitude and heartfelt appreciation to Thomas Epach on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his years of public service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas Epach.

CONGRATULATIONS EXTENDED TO MR. M. HILL HAMMOCK ON RETIREMENT FROM LA SALLE BANK CORPORATION.

WHEREAS, M. Hill Hammock has announced his retirement from the LaSalle Bank Corporation where he has served as vice chairman, chief operating officer and a board member; and

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

WHEREAS, During his esteemed tenure, M. Hill Hammock was responsible for many administrative operations for the North American offices of the LaSalle Bank Corporation and its subsidiaries; and

WHEREAS, M. Hill Hammock oversaw operations, technology, human resources, community affairs and facilities for the United States group of banks; and

WHEREAS, M. Hill Hammock began his career at LaSalle Bank Corporation in 1975 and his responsibilities included overseeing the bank's commercial, real estate and financial institutions divisions and serving as the bank's chief credit officer; and

WHEREAS, M. Hill Hammock has greatly contributed to the City of Chicago through his many important civic activities; and

WHEREAS, M. Hill Hammock is chair of the Chicago Shakespeare Theater and served as chairman of the Chicago Historical Society, the Metropolitan Planning Council and Leadership Greater Chicago; and

WHEREAS, The hard work, sacrifice and dedication of M. Hill Hammock serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby congratulate M. Hill Hammock on his retirement and do hereby express our best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to M. Hill Hammock.

CONGRATULATIONS EXTENDED TO MR. THOMAS C. HEAGY ON RETIREMENT FROM LA SALLE BANK CORPORATION.

WHEREAS, Thomas C. Heagy has announced his retirement from LaSalle Bank Corporation where he has served as vice chairman and a member of the board of directors of LaSalle Bank, chairman of LaSalle Bank Corporation's Asset Liability Committee and a director of LaSalle Bank Midwest; and

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

WHEREAS, During his esteemed tenure, Thomas C. Heagy was responsible for Asset Liability Management and the Capital Markets line of business, including the investment portfolio, interest rate risk management, capital management, money desk and municipal and corporate bond trading for LaSalle Bank Corporation; and

WHEREAS, Thomas C. Heagy joined The Exchange National Bank of Chicago in April 1980 as senior vice president and head of funds management, trust, international, consumer banking and asset/liability management; and

WHEREAS, The Exchange National Bank was acquired by LaSalle National Corporation in 1990; and

WHEREAS, Prior to joining The Exchange, Thomas C. Heagy was the chairman of the board and chief executive officer of Chicago's South Shore Bank and previously served as assistant to the vice-chairman for asset/liability management at The First National Bank of Chicago; and

WHEREAS, A resident of the Hyde Park neighborhood, Thomas C. Heagy is an individual of many important civic contributions and serves as a member of the boards of directors of the Chicago Symphony, the Lyric Opera of Chicago, the American Research Center in Egypt, the American Friends of the British Museum and The Renaissance Society at the University of Chicago; and

WHEREAS, The hard work, sacrifice and dedication of Thomas C. Heagy serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby congratulate Thomas C. Heagy on his retirement and do hereby express our best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas C. Heagy.

CONGRATULATIONS EXTENDED TO MR. JOHN TRASVINA ON APPOINTMENT AS PRESIDENT AND GENERAL COUNSEL OF MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATION FUND.

WHEREAS, John Trasvina has been appointed to serve as president and general counsel of the Mexican American Legal Defense and Educational Fund (M.A.L.D.E.F.); and

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

WHEREAS, Founded in 1968 and headquartered in Los Angeles, California, the Mexican American Legal Defense and Educational Fund (M.A.L.D.E.F.) is the leading nonprofit Latino litigation, advocacy and educational outreach organization in the United States; and

WHEREAS, A native of San Francisco, Mr. Trasvina is a graduate of Harvard University and Stanford Law School. Before coming to Los Angeles, he was a member of the San Francisco Elections Commission, the president of the Harvard Club of San Francisco, and a board member of many influential organizations; and

WHEREAS, John Trasvina has played a major policy role for the past two decades at local and federal levels on immigration and civil rights matters affecting immigrants, minority communities and women; and

WHEREAS, John Trasvina has written and spoken nationally on topics including voting rights, immigration policy, worker rights, English only policies, diversity and education; and

WHEREAS, The hard work, sacrifice and dedication of John Trasvina serve as an example to all; and

WHEREAS, John Trasvina is an individual of great integrity and service to his community who is exceedingly worthy of our great respect and admiration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby congratulate John Trasvina on his appointment and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Trasvina.

DECLARATION OF DECEMBER 1, 2006 AS "UNITE HERE DAY" IN CHICAGO.

WHEREAS, A granite plaque observing the historic merger in Chicago of two unions, UNITE, the clothing, textile and laundry union, and HERE, the Hotel and Restaurant Employees International Union, will be unveiled at a special ceremony on Friday, December 1, 2006, outside of the Sheraton Chicago Hotel & Towers; and

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

WHEREAS, Chicago has long enjoyed a reputation as a city whose citizens and elected leaders strongly identify with and support the many important contributions of the labor community; and

WHEREAS, Following in this proud tradition, the establishment of a new union to be called UNITE HERE was ratified by rank-and-file members at a joint convention held in Chicago; and

WHEREAS, The commemorative inscription, which symbolizes yet another important chapter in the history of Chicago's labor movement, and marks this historic undertaking proclaims, to all passersby: "American labor history was made at this location, July 9, 2004, with the union merger forming UNITE HERE!"; and

WHEREAS, UNITE HERE represents four-hundred and forty thousand active members and more than four-hundred thousand retirees throughout North America; and

WHEREAS, UNITE traditionally represented workers in the apparel and textile industries until it organized industrial laundries, distribution centers and workers in light manufacturing; and

WHEREAS, HERE members served in the hospitality industry, working in hotels, airports, casinos food service and restaurants; and

WHEREAS, The merger is primarily a reflection of the two unions' shared values and priorities which include social justice, economic opportunity, civil rights, the rights of immigrant workers and a tireless and unflagging commitment to organizing those in need of representation; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby officially declare that Friday, December 1, 2006, shall be recognized as "UNITE HERE Day" throughout the City of Chicago and do hereby call upon all of the citizens of Chicago to join in the celebration of this remarkable achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Wilhelm, president of the Hospitality Division, and Bruce Raynor, General President of UNITE HERE.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MRS. GEORGIA BEA DONALD.

WHEREAS, In His infinite wisdom, Almighty God has called Georgia Bea Donald, loving wife and mother, to eternal life on September 15, 2006; and

WHEREAS, Georgia Bea Donald started her life's journey on February 22, 1934 in the small town of Indianola, Mississippi as the daughter of Ephraim Jones and Alma Scott. After high school graduation, she moved to this city and met Joseph Donald, Sr. They were united in holy matrimony on July 28, 1955, a fifty-one year union that only ended in her passing. They were blessed with a daughter, Loujuana and seven sons, Joseph, Albert, Barry, Larry, Karl, Michael and Robert; and

WHEREAS, Georgia Bea Donald gave her teenaged children and countless other teens their first employment experience. She was the mother of many in her Englewood community where she resided for more than four decades; and

WHEREAS, Georgia Bea Donald leaves behind to cherish her memory her husband and eight children, nineteen grandchildren, sixteen great-grandchildren and a host of nieces, nephews, cousins and other relatives as well as many, many dear friends; and

WHEREAS, The Honorable Shirley A. Coleman, Alderman of the 16th Ward, has informed this august body of the passing of Georgia Bea Donald; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this thirteenth day of December, 2006, do hereby express our sincere sorrow at the passing of such a matriarch of her community and extend our deepest condolences to the family and friends of Georgia Bea Donald; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Georgia Bea Donald.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO DEPUTY CHIEF FRED J. COFFEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Deputy Chief Fred J. Coffey, a high-ranking and widely regarded member of the Chicago Police Department, has announced his retirement following almost forty years of dedicated and able service to our great city; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Virginia A. Rugai; and

WHEREAS, Fred J. Coffey has enjoyed a long and highly distinguished career during which he upheld the finest and most noble traditions of the law enforcement community; and

WHEREAS, The varied number of assignments and many years of service proudly undertaken by Fred J. Coffey testify to the true breadth of his knowledge and professionalism; and

WHEREAS, Fred J. Coffey joined the police force in February, 1967, and first served as a patrol officer in the 5th District; and

WHEREAS, Two years later, Fred arrived at Area One Burglary Section, where he undertook the duties as a detective; and

WHEREAS, In 1984, Officer Coffey was promoted to the rank of sergeant and served in the Bureau of Technical Services, Automotive Pounds Section; and

WHEREAS, Continuing to rise through the ranks of one of the largest police departments in America, Fred J. Coffey was promoted in 1988 to the rank of field lieutenant and assigned to serve in the 8th District; and

WHEREAS, After completing a number of other high-profile assignments, Fred J. Coffey was made watch commander of the Gang Crimes South Division in 1991 and he was named deputy chief in 2000; and

WHEREAS, Following more than three decades of distinguished service, Fred J. Coffey officially retired from the Chicago Police Department on October 6, 2006; and

WHEREAS, During his esteemed tenure, Fred J. Coffey earned two Department Commendations, fourteen Honorable Mentions and received eleven Complimentary Letters and three Emblems of Recognition; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this thirteenth day of December, 2006, do hereby congratulate Fred J. Coffey on the occasion of his retirement and do hereby express our deep and everlasting gratitude to him on behalf of all of the people of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Fred J. Coffey.

CONGRATULATIONS EXTENDED TO PATROL OFFICER DAVID DUCAR ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Patrol Officer David Ducar, Star Number 4143, retired from the Chicago Police Department on July 15, 2006, following more than thirty-three years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Virginia A. Rugai, Alderman of the 19th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Patrol Officer Ducar upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Patrol Officer David Ducar was a valued member of the 22nd Police District community and his presence will be sorely missed. He is held in high esteem not only by his colleagues, but also by the grateful residents of the 22nd District; and

WHEREAS, Patrol Officer David Ducar will be honored by his colleagues from the 22nd District at their annual Christmas and retirement celebration to be held on Thursday, December 7, 2006 at the New Martinique Restaurant; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we; the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006, do hereby express our gratitude and heartiest congratulations to 22nd District Patrol Officer David Ducar as he retires after thirty-three years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrol Officer David Ducar.

CONGRATULATIONS EXTENDED TO LIEUTENANT WILLIAM KIMBALL ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Lieutenant William Kimball, Star Number 339, retired from the Chicago Police Department on July 15, 2006, following more than thirty-six years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Virginia A. Rugai, Alderman of the 19th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Lieutenant William Kimball upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Lieutenant William Kimball was a valued member of the 22nd Police District community and his presence will be sorely missed. He is held in high esteem not only by his colleagues, but also by the grateful residents of the 22nd District; and

WHEREAS, Lieutenant William Kimball will be honored by his colleagues from the 22nd District at their annual Christmas and retirement celebration to be held on Thursday, December 7, 2006 at the New Martinique Restaurant; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006, do hereby express our gratitude and heartiest congratulations to 22nd District Lieutenant William Kimball as he retires after thirty-six years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant William Kimball.

CONGRATULATIONS EXTENDED TO PATROL OFFICER WARREN MC LAUGHLIN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Patrol Officer Warren McLaughlin, Star Number 5387, retired from the Chicago Police Department on September 11, 2006 following more than twenty-five years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Virginia A. Rugai, Alderman of the 19th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Patrol Officer McLaughlin upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Patrol Officer Warren McLaughlin was a valued member of the 22nd Police District community and his presence will be sorely missed. He is held in high esteem not only by his colleagues, but also by the grateful residents of the 22nd District; and

WHEREAS, Patrol Officer Warren McLaughlin will be honored by his colleagues from the 22nd District at their annual Christmas and retirement celebration to be held on Thursday, December 7, 2006 at the New Martinique Restaurant; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006, do hereby express our gratitude and heartiest congratulations to 22nd District Patrol Officer Warren McLaughlin as he retires after twenty-five years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrol Officer Warren McLaughlin.

CONGRATULATIONS EXTENDED TO LIEUTENANT JOHN WOLANSKI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Lieutenant John Wolanski, Star Number 541, retired from the Chicago Police Department on April 13, 2006, following more than thirty-three years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Virginia A. Rugai, Alderman of the 19th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Lieutenant John Wolanski upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Lieutenant John Wolanski was a valued member of the 22nd Police District community and his presence will be sorely missed. He is held in high esteem not only by his colleagues, but also by the grateful residents of the 22nd District; and

WHEREAS, Lieutenant John Wolanski will be honored by his colleagues from the 22nd District at their annual Christmas and retirement celebration to be held on Thursday, December 7, 2006 at the New Martinique Restaurant; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006, do hereby express our gratitude and heartiest congratulations to 22nd District Lieutenant John Wolanski as he retires after thirty-three years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant John Wolanski.

CONGRATULATIONS EXTENDED TO OFFICER RICHARD STEIN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Police Officer Richard Stein, Star Number 9378, retired from the Chicago Police Department on February 15, 2006, following more than thirty years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Virginia A. Rugai, Alderman of the 19th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Police Officer Stein upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Police Officer Stein was a valued member of the 22nd Police District community and his presence will be sorely missed. He is held in high esteem not only by his colleagues, but also by the grateful residents of the 22nd District; and

WHEREAS, Police Officer Stein will be honored by his colleagues from the 22nd District at their annual Christmas and retirement celebration to be held on Thursday, December 7, 2006 at the New Martinique Restaurant; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006, do hereby express our gratitude and heartiest congratulations to 22nd District Police Officer Richard Stein as he retires after thirty years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Police Officer Richard Stein.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

CONGRATULATIONS EXTENDED TO MS. CHARLOTTE R. DEMPSEY ON SEVENTY-FIFTH BIRTHDAY.

WHEREAS, It is with great pleasure that the City Council of the City of Chicago is hereby informed of the observance of Charlotte R. Dempsey's seventy-fifth birthday; and

WHEREAS, Charlotte R. Dempsey celebrated her seventy-fifth birthday on Sunday, November 12, 2006 with family members and friends at the Mama Vesuvio Restaurant in Palos Hills; and

WHEREAS, Charlotte, the precious daughter born to James and Clara Pekar on November 14, 1931, has been a long time resident of this city's great 23rd Ward and a devout parishioner of Visitation Parish. She and her children, Mary, Theresa and Mark, remain active parishioners of the parish; and

WHEREAS, The Honorable Michael R. Zalewski, Alderman of the 23rd Ward has informed the Chicago City Council of this joyous occasion; and

WHEREAS, Charlotte R. Dempsey has been a vital, highly respected and supportive member of her grateful community, spreading much love and good will; and

WHEREAS, Charlotte R. Dempsey remains today an inspiration to all who have reached their golden years and a treasured matriarch to her grateful and loving family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirteenth day of December, 2006 A.D., do hereby extend our heartiest congratulations and best wishes to Charlotte R. Dempsey in celebration of her seventy-fifth birthday, as well as our best wishes for future health, happiness and fulfillment.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Charlotte R. Dempsey.

CONGRATULATIONS EXTENDED TO MR. WILLIAM L. GENAME ON ACHIEVING RANK OF EAGLE SCOTT.

WHEREAS, William L. Gename is an outstanding young citizen and resident of this city's great southwest side; and

WHEREAS, William L. Gename is a member of Boy Scout Troop Number 673, affiliated with the Boy Scouts of America's Chicago Area Council from Calvary Lutheran Church and has applied his energies and talents to upholding the great standards and fine traditions of scouting; and

WHEREAS, The members of this august body have been informed by The Honorable Michael R. Zalewski, esteemed Alderman of the 23rd Ward, that William L. Gename has been awarded the highest honor, the rank of Eagle Scout; and

WHEREAS, William L. Gename represents the highest standards of youth in our great city, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this thirteenth day of December, 2006 A.D., do hereby offer our heartiest congratulations to William L. Gename on achieving the exalted rank of Eagle Scout and extend to this fine young man our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to William L. Gename.

Presented By

ALDERMAN OCASIO (26th Ward):

CONGRATULATIONS EXTENDED TO MR. JOSE RIVERA ON SEVENTIETH BIRTHDAY AND GRATITUDE FOR COMMITMENT AND EFFORTS ON BEHALF OF PUERTO RICAN COMMUNITY.

WHEREAS, Jose Rivera was born in La Perla, Puerto Rico on December 14, 1936, educated in the public schools of New York, and hardened in the steel plants of Brooklyn; and

WHEREAS, Jose Rivera is a role model for our children and a fighter for the common man. He is living proof that you can make it, and a living reminder that you must give back to your community; and

WHEREAS, Jose Rivera has fought to keep our voice in the critical debates around pressing issues. From issues of human rights and workers' rights, to political empowerment for our community and affirmative action, Jose Rivera has worked relentlessly as a street activist for the people of the Bronx struggling for jobs, better housing and social justice; and

WHEREAS, In 1980, the attention of the entire world focused on the South Bronx, through Jose Rivera's now legendary People's Convention on Charlotte Street. Presidents Carter and Reagan stood on Charlotte Street and promised to rebuild the South Bronx; and

WHEREAS, Jose Rivera campaigned for the excarceration of Puerto Rican political prisoners and prisoners of war Carmen Valentine, Alicia Rodriguez, Ricardo Jimenez, Dylcia Pagan, Alberto Rodriguez, Edwin Cortes, Alejandrina Torres, Carlos Alberto Torres, Ida Luz Rodriguez, Oscar Lopez-Rivera, Adolfo Matos, Antonio Camacho Negron, Luis Rosa, Juan Segarra Palmer, Elizam Escobar and Dr. Jose Solis Jordan; and

WHEREAS, Jose Rivera has been a public servant, as a Councilman of New York City, and an Assemblyman in the New York State Legislature; and

WHEREAS, In his capacity as a Council member he served as president of the Black and Latino Caucus of the City Council, and chairman of the Council's Civil Service and Labor Committee and State and Federal Legislation Committee. He also served on the Governmental Operations and Health Committees; and

WHEREAS, As a State Assemblyman, Jose Rivera currently sits on the committees for Aging, Insurance and Small Business, and is on the Board of The Puerto Rican/ Hispanic Task Force and the Black and Puerto Rican/Hispanic Legislative Caucus; and

WHEREAS, In 1999, along with ten City Council members, Jose Rivera spearheaded a movement in going to Puerto Rico on a fact-finding mission and held a public hearing on the injustices suffered by the ten thousand American citizens residing on the island of Vieques, Puerto Rico. At this time, the United States Navy was occupying the island for military target practice and had been doing so for the past sixty years. The movement led to the passing of a New York City resolution supporting the people of Vieques. "Fuera La Marina de Vieques!", and ultimately to his incarceration for participating in an act of civil disobedience in defense of the Viequenses; and

WHEREAS, On December 14, 2006 Jose Rivera prepares to enter the next chapter of his life as he celebrates his seventieth birthday; now, therefore,

Be It Resolved, That the contributions Jose Rivera has made over the last half century be taught in history classes, made available in libraries, and stored in the archives of every Puerto Rican community; and

Be It Further Resolved, That we reflect on the struggles and leadership of Jose Rivera over the last half century and recognize the contributions he has made in defense of the down-trodden and those who struggled for social and economic justice and equality; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jose Rivera -- Que Viva Jose Rivera!

CHRISTMAS WISHES EXTENDED TO RESIDENTS OF TWENTY-SIXTH WARD AND CITIZENS OF CHICAGO.

WHEREAS, During Christmas, we gather with family and friends to celebrate the birth of Jesus Christ; and

WHEREAS, His actions and words remind us that service to others is central to our lives and that sacrifice and unconditional love must guide us and inspire us to lead lives of compassion, mercy and justice; and

WHEREAS, The true spirit of Christmas reflects a dedication to helping those in need, to giving hope to those in despair, and to spreading peace and understanding throughout the Earth; and

WHEREAS, Christmas also represents a time when families, neighbors and communities come together in peace and harmony; now, therefore,

Be It Resolved, That Alderman Billy Ocasio, Mayor Richard M. Daley, and the Chicago City Council wish the residents of the 26th Ward and the citizens of the City of Chicago a happy Christmas season.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MRS. NELLIE KING.

WHEREAS, God in His infinite wisdom and judgment has called beloved citizen and friend, Nellie King, Tuesday, November 28, 2006; and

WHEREAS, This honorable body has been informed of her transition by the esteemed Alderman of the 29th Ward, Isaac S. Carothers; and

WHEREAS, Born May 23, 1934 in Leland, Mississippi, Nellie was the loving daughter of Thomas and Lizzie Bush. She was the fourth child of ten children born to this union. Nellie received her education through the Mississippi school system,

graduated from Gentry High School, and later made the journey to our great city to better the life of her family. She met and married David King and to this union a family of five children were united; and

WHEREAS, Among Nellie's many talents was her creativity when it came to cooking delicious meals. Family, friends, and various organizations would rave about the mouth watering food and her signature dishes were home cooked soul food; and

WHEREAS, Nellie King was a faithful member of the Holy Starlight Missionary Baptist Church under the late Reverend Porter. Nellie later joined the Pentecostal House of Prayer under the leadership of Pastor Ellis Price where she served in many capacities; and

WHEREAS, A cherished friend to many and good neighbor to all, Nellie King will be greatly missed but warmly remembered for her warmth, kindness and dedication she demonstrated towards mankind; and

WHEREAS, Her loving husband, sister, Odessa Hood and seven brothers, Albert, Joe Willie, L.S., T.C., O.V. and Warren Earl, having predeceased her, Nellie King leaves to mourn her loss and cherish her memory, her loving daughter, Melaniese; sons, Ormen, Thomas, David Jr., and Darren; daughters-in-law, Jill and Frances Angel; sisters, Bessie Clark and Mary Moore; fourteen grandchildren, Thomas, Jr., Jamal, Ormen, Jr., Jeremiah, Steven, Brandon, Jalil, Juwan, Jermaine, Tevin, Brianna, Demetris, Janiah and Juda; a special niece, Mellowniece; and a host of many relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the passing of Nellie King and extend to her family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Nellie King.

TRIBUTE TO LATE MS. MAKAYLA SIERRA PARKER.

WHEREAS, On Tuesday, November 7, 2006, Almighty God in His infinite wisdom had chosen to call his precious child, Makayla Sierra Parker home to her eternal reward; and

WHEREAS, This honorable body has been informed of her transition by the esteemed Alderman of the 29th Ward, Isaac S. Carothers; and

WHEREAS, Makayla Sierra Parker started her temporal life on August 25, 2001, as the only child of Unika and Natacha Parker. She was a member of the Milton Brunson kindergarten class and known for her infectious smile and vibrant spirit. Makayla, a blessing bestowed upon her parents will remain within their hearts forever; and

WHEREAS, Makayla, the product of a loving, nurturing family, spread much joy throughout her comparatively short life. She leaves to celebrate her life many who loved her deeply: her caring and devoted parents; two grandmothers, Ollie Parker and Esafel Rodriguez; two loving grandfathers, Edward Williams and Alberto Luis Rios; her uncles and aunts, Tahabiti Motogusinile, Tracy Brown, Andre and Tamara Parker, Steven Parker, Felix and Silva Rios, Laticia Rios, Shantay Velez, Makisha Velez and Cintique Velez; and a host of cousins, other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby offer our heartfelt sympathy to the family, friends and loved ones of Makayla Sierra Parker and express our hope that the coldness of their grief be soon replaced by their warm memories of her; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the parents of Makayla Sierra Parker.

CONGRATULATIONS EXTENDED TO LIEUTENANT ADAM ROSE ON RETIREMENT FROM CHICAGO FIRE DEPARTMENT.

WHEREAS, Lieutenant Adam Rose is retiring from the Chicago Fire Department after twenty-nine years of noteworthy and meritorious service; and

WHEREAS, Adam Rose entered the Chicago Fire Department Training Academy in March, 1977 and in July, he was assigned as s firefighter to Truck Number 36. From October 1980 to October 1984, he was assigned to Squad Number 2; and

WHEREAS, In 1984, after being certified as a fire and arson investigator, Adam Rose was assigned to the Office of Fire Investigations where he served with distinction. Less than two years later, he was promoted to lieutenant and was assigned to 6th District Relief; and

WHEREAS, From December 1986 until retirement two decades later, Lieutenant Adam Rose was coordinator of C.P.R. and assistant education director at the Chicago Fire Department Training Academy, thus ending his career where it began; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has apprised this august body of the retirement of Lieutenant Adam Rose; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this thirteenth day of December, 2006 A.D., do hereby salute Lieutenant Adam Rose for his exemplary service to the Chicago Fire Department and the citizens of this city and extend our heartiest best wishes for success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant Adam Rose.

CONGRATULATIONS EXTENDED TO HONORABLE CAROL M. HOWARD ON ELECTION AND INSTALLATION AS JUDGE OF COOK COUNTY CIRCUIT COURT.

WHEREAS, On November 7, 2006, The Honorable Carol M. Howard was elected by the voters of the 7th Subcircuit of Cook County and on December 4, 2006 she was inducted as a judge of the Cook County Circuit Court; and

WHEREAS, As a practicing attorney for nearly a quarter-century specializing in criminal litigation and employment discrimination as well as being an assistant professor of business law, Judge Howard is uniquely qualified to sit on the bench of the Cook County Circuit Court; and

WHEREAS, As an African American, a lifelong resident of Chicago's west side and a woman, Judge Howard will bring much needed diversity, sensitivity and compassion to the courts. She has always demonstrated a commitment to her community through her active memberships at Saint Stephen African-American Episcopal Church, Operation PUSH, the Chicago Urban League and the NAACP; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has informed this august body of this auspicious event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this thirteenth day of December, 2006 A.D., do hereby congratulate The Honorable Carol M. Howard on her investiture as judge of the Cook County Circuit Court and commend the voters of her subcircuit on making such a perspicacious and sagacious choice; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Honorable Judge Carol M. Howard.

CONGRATULATIONS EXTENDED TO MR. STANLEY RATLIFF ON RECEIPT OF 2006 JACQUELINE KENNEDY ONASSIS "JEFFERSON" AWARD FOR PUBLIC SERVICE.

WHEREAS, On June 20, 2006 in Washington D.C. at the East Hall of Union Station, Stanley Ratliff, a resident of this city's North Lawndale community, was the recipient of the prestigious Jacqueline Kennedy Onassis "Jefferson" Award for outstanding public service; and

WHEREAS, Stanley Ratliff, one of only five area winners, was an ex-felon who was incarcerated for drug possession. When he returned to society he observed that so many of his fellow ex-felons were being seduced back into their former lifestyle that got them in trouble in the first place. Rather than regressing himself, he started "Hope House" in 1995, a group recovery home for other ex-felons to prepare them for a better life by providing them with the living structure they need and the opportunity to make new and different friends; and

WHEREAS, Hope House provides a new beginning for sixty-five men just released from prison. More than one thousand such men have "graduated" from the nine month program that teaches them job skills, encourages reconciliation with their families and forming meaningful relationships with the others who are going through the same difficult time. All of them have earned G.E.D.s and found jobs. Some go on to attend college and a few have graduated. Several now own a home. In 2005, his program distributed Christmas gifts to one thousand three hundred children of incarcerated parents; and

WHEREAS, Stanley Ratliff also conducts Bible study at Cook County Jail every week. While he was imprisoned, he completed his Bachelor of Arts in Music and now conducts the Hope House Choir of almost forty men. He travels to all the Illinois prisons with the Prison Fellowship organization to sing and share his story of hope that those inmates can find alternatives to crime and drugs; and

WHEREAS, Stanley Ratliff is married with three children whose ages are three, fifteen and twenty-two. In addition to his work with ex-offenders, he teaches music theory, piano and saxophone; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has apprised this august body of the distinguished award that has been bestowed on Stanley Ratliff; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this thirteenth day of December, 2006 A.D., do hereby applaud Stanley Ratliff on receiving such an exemplary honor and extend our heartfelt thanks for his praiseworthy and commendable work with those who are in prison as well as those recovering ex-offenders who reside at Hope House; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Stanley Ratliff.

Presented By

ALDERMAN REBOYRAS (30th Ward):

CONGRATULATIONS EXTENDED TO MR. GEORGE LOUKAS ON RECEIPT OF ALL-AMERICAN FOOTBALL FOUNDATION UNSUNG HEROES AWARD.

WHEREAS, George Loukas was born April 14, 1949 in Korinth, Korinthias Greece. In 1953, George settled with his parents on Chicago's south side, where he attended Bowen High School in 1967; and

WHEREAS, After attending Fork Union Military Academy in Virginia from 1967 to 1968 and leading the team to Virginia Military League Football Championship, George attended Wilson Junior College in Chicago from 1968 to 1969; and

WHEREAS, In 1972, George graduated from Southern Illinois University with a degree in physical education. While attending S.I.U., he set school records for most carries in a season (240), most carries in a game (35), and was the second player in the school's history to break 1,092 yards in a season. After graduating, he taught for four years in the Chicago Public School System and coached football at his alma mater, Bowen High School; and

WHEREAS, On November 5, 1979, George Loukas married his sweetheart, Patty Conrad, who is the mother of their four children: Stacey, Nicholas, Christina and Costa, and who is now his business partner; and

WHEREAS, George Loukas is a licensed Illinois real estate broker and owner of the Cubby Bear Lounge, which was named a top ten sports bar by *Sports Illustrated* magazine in 2005. George is also the owner of three rooftop buildings across from Wrigley Field; and

WHEREAS, George Loukas' business philosophy is to serve good food, provide good service and have a positive and beneficial input into the community. In 2003, he received the All-American Football Foundation Unsung Heroes Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this thirteenth day of December, 2006 A.D., do hereby extend our congratulations to George Loukas; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. George Loukas.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. MARK A. APA.

WHEREAS, Mark A. Apa has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved son of Karen and Anthony Apa; loving brother of Anthony, Jr. and Andrew and twin brother of Andrea; loving grandson of Ann Maggio and the late Anthony and the late Louise Apa; loving nephew, great-nephew, cousin and dear friend to many, Mark A. Apa leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Mark A. Apa and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mark A. Apa.

TRIBUTE TO LATE MR. ROBERT BARTNICK.

WHEREAS, Robert Bartnick has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Betty; loving father of James (Louise), Kathy (Lee) Giacomino, Bill (Joanne) and Joann Yopchick; dear grandfather of nine; great-grandfather of two, Robert Bartnick leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Robert Bartnick and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Bartnick.

TRIBUTE TO LATE MR. WILLIAM M. BERT.

WHEREAS, William M. Bert has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Anne; loving brother-in-law of Adolph (Florence G.) Gawin; fond uncle and great-uncle of many, William M. Bert leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of William M. Bert and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William M. Bert.

TRIBUTE TO LATE MRS. IRENE FORGOS.

WHEREAS, Irene Forgos has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late John F.; loving mother of John (Judy), Jeanette York, Jeff, Richard and Linda (John) Grenke; proud grandmother of Gregory, Brian, Jennifer and Erin, Irene Forgos leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Irene Forgos and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Irene Forgos.

TRIBUTE TO LATE MRS. ANN BYROM GAVIN.

WHEREAS, Ann Byrom Gavin has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Thomas; loving mother of Kathleen; cherished grandmother of Darren and Vera; fond aunt of many; and dear sister-in-law of Francis X. Gavin, Theresa Gavin Vranek and John A. Gavin, Ann Byrom Gavin leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Ann Byrom Gavin and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ann Byrom Gavin.

TRIBUTE TO LATE MS. ELEANOR KOBUS.

WHEREAS, Eleanor Kobus has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved daughter of the late John and Josephine Kobus; loving sister of Lorraine (the late Stanley) Gienko and the late Jean (the late Stanley) Kokoszka; dear aunt of Lori (David Schimpf), Annette (the late Allen) Janda and Kathleen Glenko; and dear great-aunt of many nieces and nephews, Eleanor Kobus leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Eleanor Kobus and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eleanor Kobus.

TRIBUTE TO LATE MRS. BRIDIE TREANOR.

WHEREAS, Bridie Treanor has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Charles; dearest mother of Thomas, Charles (Danielle) and John; loving grandmother of two; dear sister of Sarah Reilly, Tommy and Mike Durkin and Alice Gallagher, Bridie Treanor leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 2006, do hereby express our sorrow on the death of Bridie Treanor and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bridie Treanor.

CONGRATULATIONS EXTENDED TO MR. KYLE JOHNSON ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Kyle Johnson, outstanding young citizen of Chicago's great northwest side community, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, A member of Saint Pascal Boy Scout, Troop 815, Kyle Johnson has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Kyle Johnson represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby offer our heartiest congratulations to Kyle Johnson on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kyle Johnson.

CONGRATULATIONS EXTENDED TO MR. KEVIN MARKWELL ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Kevin Markwell, outstanding young citizen of Chicago's great northwest side community, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, A member of Our Lady of Victory Church Boy Scout, Troop 990, Kevin Markwell has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Kevin Markwell represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby offer our heartiest congratulations to Kevin Markwell on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kevin Markwell.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE HONORABLE GLYNN J. ELLIOTT, JR.

WHEREAS, God in His infinite wisdom has called The Honorable Glynn J. Elliott, Jr. to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, The Honorable Glynn J. Elliott, Jr., beloved husband of Joy D., was an active and vital member of his community. The loving father of Maureen (Josef) Ehrenberg, Catherine "Katy", Sheila (Brad) Baker, Laurie (Daniel) Lindwall, Delia (Philip) White, Glynn III, M.D. (Patricia), Brian (Sheila), Patrick, Michael (Jodi) and Thomas; and devoted grandfather of Jacob, Taryn, Hannah, David, Hillary, Julia, Veronica, Walter, Valerie, Neil, Colleen, Alexandra, Margaret, Glynn IV, Owen, Caroline, Phil Jr., Olivia, Grace, Ethan, Ian, Beau and Faith, The Honorable Glynn J. Elliott, Jr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, The Honorable Glynn J. Elliott, Jr. will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of The Honorable Glynn J. Elliott, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Glynn J. Elliott, Jr.

TRIBUTE TO LATE MR. ALLEN J. HOOVER.

WHEREAS, God in His infinite wisdom has called Allen J. Hoover to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Allen J. Hoover, beloved husband of Louise, nee Ganja, was an active and vital member of his community. The loving father of Allen E. (Susanne) and Annette (John) Hering; devoted grandfather of Kari Anna and Britt Margaret Hoover; dear brother of Edward F. (Marion Amling) Hoover; loving uncle of Thomas and Justin Hoover; dear brother-in-law of Ellen Ganja; and devoted son of the late Allen H. Hoover, M.D. and Margaret, nee Dailey, Allen J. Hoover leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Allen J. Hoover will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of Allen J. Hoover and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Allen J. Hoover.

TRIBUTE TO LATE MR. ROWLAND JOICHI.

WHEREAS, God in His infinite wisdom has called Rowland Joichi to his eternal reward at the age of eighty-eight; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Rowland Joichi, beloved husband of May, was an active and vital member of his community. The loving brother of Oscar, Paul, James Joichi and the late Lloyd (Tomoko), Max (Yasuko) and Chester (Suzie) Joichi; and dear uncle of Jean, Jay and Janet, Rowland Joichi leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Rowland Joichi will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of Rowland Joichi and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rowland Joichi.

TRIBUTE TO LATE MR. ROBERT EMMETT MOLLOY, SR.

WHEREAS, God in His infinite wisdom has called Robert Emmett Molloy, Sr. to his eternal reward at age ninety-one; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Robert Emmett Molloy, Sr., beloved husband of Carita, was an active and vital member of his community. The loving father of Robert Emmett, Jr. (Mary Pat) Molloy, John Michael (Barbara) Molloy, Carita Molloy (late Stanley) Kempner and Patricia Molloy (Michael) Nick; fond grandfather of Robert E. III, Mary Gen (Brendan) Byrne, Patrick, Maggie, Kathleen, Cormac, Marty and Danny Molloy, Patsy, Tommy and Jackie Molloy, Bobby (Jill), Michael and Katie Kempner, Mike, Molly, Casey, Maggie, Annie and Johnny Nick; cherished great-grandfather of Claire Kempner and Danny Byrne; devoted twin brother of Denis "D.A." (the late "Nee") Molloy and Marquerite "Peg" (the late Bill) Barker; fond uncle of many nieces and nephews, Robert Emmett Molloy, Sr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Robert Emmett Molloy, Sr. will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of Robert Emmett Molloy, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Emmett Molloy, Sr.

TRIBUTE TO LATE MR. FERNANDO PRIETO.

WHEREAS, God in His infinite wisdom has called Fernando Prieto to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Fernando Prieto, beloved husband of Olga, nee Rojas, was an active and vital member of his community. The loving father of Sonia Prieto, Diana (George) Burchard, Fernando Prieto II and Juan Pablo Prieto; devoted grandfather of Kristina Marie Burchard; dear brother of Paulina Thomas, Ligia (Peter) Staudinger and Otto Prieto; and fond uncle of many nieces and nephews, Fernando Prieto leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Fernando Prieto will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of Fernando Prieto and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fernando Prieto.

TRIBUTE TO LATE MRS. NANCY A. STAHL.

WHEREAS, God in His infinite wisdom has called Nancy A. Stahl to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Nancy A. Stahl, beloved wife of Lowell I. Stahl, was an active and vital member of her community. The loving mother of Jeffrey (Patricia) Stahl and Suzanne (Tim) Braley; devoted grandmother of Jay, MacKenzie, Karlee, Blaine, Gina, Chris and Madison; and sister of the late Joan Olson, Nancy A. Stahl leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Nancy A. Stahl will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our sorrow on the death of Nancy A. Stahl and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nancy A. Stahl.

SUPPORT AND APPRECIATION EXTENDED TO MR. LOU M. ARCEO FOR SERVICE IN UNITED STATES MILITARY.

WHEREAS, Our city owes a great debt to those among our ranks that serve in the military in order to promote democracy in the name of the United States; and

WHEREAS, Lou M. Arceo is currently serving our country in the United States military; and

WHEREAS, The City Council has been informed of this distinguished service by Alderman Margaret Laurino; and

WHEREAS, No matter if a soldier is performing their duties across the country or across the world, the dedication it takes to be away from home and loved ones serving the greater good shows a unique and admirable determination of will; and

WHEREAS, Supporting our men and women who serve in the armed forces is a concept that unites us all across political, religious, ethnic and moral differences; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our support and appreciation for Lou M. Arceo and thank him for his service in the United States military; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Lou M. Arceo.

CONGRATULATIONS EXTENDED TO MRS. SARAH J. BALSAMO ON SIXTY-SIXTH BIRTHDAY.

WHEREAS, Sarah J. Balsamo will celebrate her sixty-sixth birthday on January 5, 2007; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Margaret Laurino; and

WHEREAS, Sarah is the devoted wife of Michael J. Balsamo; and

WHEREAS, Sarah is the loving mother of Michael Balsamo and Laurie Mattera, mother-in-law of Linda Balsamo and Larry Mattera; proud grandmother of Dan and Sarah Edens, Michael and Matthew Balsamo; and daughter-in-law of Mae Balsamo; and

WHEREAS, Sarah is the much-loved sister of Jo Misiti and Rosemarie Bono; brother-in-law of Frank Bono; sister-in-law of Lucy Fiduccia; and aunt of five nephews and two nieces; and

WHEREAS, Sarah successfully raised a family and supported the family-owned business for over twenty-five years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby congratulate Sarah J. Balsamo on the occasion of her sixty-sixth birthday and do hereby extend our best wishes for her continued health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sarah J. Balsamo.

SUPPORT AND APPRECIATION EXTENDED TO MR. STEVE BROWN FOR SERVICE IN UNITED STATES MILITARY.

WHEREAS, Our city owes a great debt to those among our ranks that serve in the military in order to promote democracy in the name of the United States; and

WHEREAS, Steve Brown is currently serving our country in the United States military; and

WHEREAS, The City Council has been informed of this distinguished service by Alderman Margaret Laurino; and

WHEREAS, No matter if a soldier is performing their duties across the country or across the world, the dedication it takes to be away from home and loved ones serving the greater good shows a unique and admirable determination of will; and

WHEREAS, Supporting our men and women who serve in the armed forces is a concept that unites us all across political, religious, ethnic and moral differences; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our support and appreciation for Steve Brown and thank him for his service in the United States military; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Steve Brown.

CONGRATULATIONS EXTENDED TO MRS. JOSEPHINE MISITI ON SEVENTY-SEVENTH BIRTHDAY.

WHEREAS, Josephine Misiti will celebrate her seventy-seventh birthday on September 19, 2007; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Margaret Laurino; and

WHEREAS, Josephine is the devoted wife of the late Jim Misiti; and

WHEREAS, Josephine is the loving mother of Michael and Steve Misiti, mother-in-law of Janet Misiti and proud grandmother of Jimmy Misiti; and

WHEREAS, Josephine is the much-loved sister of Rosemarie Bono and Sarah Balsamo; brother-in-law of Frank Bono and Michael Balsamo; sister-in-law of Lucy Fiduccia; and aunt of four nephews and three nieces; and

WHEREAS, Josephine successfully raised a family and has continued to support the family-owned business for over fifty years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby congratulate Josephine Misiti on the occasion of her seventy-seventh birthday and do hereby extend our best wishes for her continued health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Josephine Misiti.

Presented By

ALDERMAN LAURINO (39th Ward) And
ALDERMAN LEVAR (45th Ward):

SUPPORT AND APPRECIATION EXTENDED TO MR. STEVEN FREELS FOR SERVICE IN UNITED STATES MILITARY.

WHEREAS, Our city owes a great debt to those among our ranks that serve in the military in order to promote democracy in the name of the United States; and

WHEREAS, Steven Freels is currently serving our country in the United States military; and

WHEREAS, The City Council has been informed of this distinguished service by Alderman Margaret Laurino and Alderman Patrick Levar; and

WHEREAS, No matter if a soldier is performing their duties across the country or across the world, the dedication it takes to be away from home and loved ones serving the greater good shows a unique and admirable determination of will; and

WHEREAS, Supporting our men and women who serve in the armed forces is a concept that unites us all across political, religious, ethnic and moral differences; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our support and appreciation for Steven Freels and thank him for his service in the United States military; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Steven Freels.

SUPPORT AND APPRECIATION EXTENDED TO MR. BRIAN BOERS FOR SERVICE IN UNITED STATES MILITARY.

WHEREAS, Our city owes a great debt to those among our ranks that serve in the military in order to promote democracy in the name of the United States; and

WHEREAS, Brian Boers is currently serving our country in the United States military; and

WHEREAS, The City Council has been informed of this distinguished service by Alderman Margaret Laurino and Alderman Patrick Levar; and

WHEREAS, No matter if a soldier is performing their duties across the country or across the world, the dedication it takes to be away from home and loved ones serving the greater good shows a unique and admirable determination of will; and

WHEREAS, Supporting our men and women who serve in the armed forces is a concept that unites us all across political, religious, ethnic and moral differences; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D., do hereby express our support and appreciation for Brian Boers and thank him for his service in the United States military; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Brian Boers.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. NORMAN "HOTS" MICHELS.

WHEREAS, In His infinite wisdom, the Lord blessed the world with Norman "Hots" Michels; and

WHEREAS, Norman "Hots" Michels was a Chicago native who resided in the Beverly community throughout his eighty-two years; and

WHEREAS, Chicago's original piano man, Norman "Hots" Michels, taught himself how to play the piano; and

WHEREAS, Norman "Hots" Michels was dubbed "Chicago's original piano man" because he played the piano in the lounge of the College Inn which is located in Chicago's Hotel Sherman, the City's original piano bar; and

WHEREAS, Norman "Hots" Michels was a celebrity favorite, he played for stars such as Zsa Zsa Gabor, Abbott and Costello, Bob Hope and United States Presidents, Harry S. Truman, Ronald Reagan and George Bush, Sr.; and

WHEREAS, Norman "Hots" Michels never met a stranger; Susan Gayford, co-owner of the Chicago Chop House where Michels played on weeknights, says "his true gift was in the way he made everyone feel important. If someone sat down and he didn't know them, he would immediately ask them their name, where they were from and start a conversation."; and

WHEREAS, Norman "Hots" Michels died on Friday, November 3, 2006 after a three month battle with cancer; and

WHEREAS, Norman "Hots" Michels leaves his sister, nephew, cousins and a host of fans and friends to cherish his memory; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of December, 2006, do hereby mourn the death and celebrate the life of Norman "Hots" Michels, Chicago's original piano man; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Norman "Hots" Michels.

GRATITUDE EXTENDED TO MR. ROBERT WARDEN FOR EFFORTS ON BEHALF OF CRIMINAL JUSTICE SYSTEM.

WHEREAS, In 1970, Robert Warden was an editor and investigative journalist at the *Chicago Daily News*; and

WHEREAS, In 1978, Robert Warden founded the *Chicago Lawyer*, where he served as editor and publisher for eleven years; and

WHEREAS, Robert Warden is a well-known activist who has dedicated his life and career to helping individuals who have either fallen victim to or had the potential to fall victim to a faulty judicial system; and

WHEREAS, Robert Warden has been criticized for his view of a judicial system which has wrongfully accused disadvantaged, financially challenged, and oftentimes, uneducated people of crimes they were innocent of; and

WHEREAS, Robert Warden is "an outspoken opponent of the death penalty"; he feels that it is wrong to rely upon the system to kill people, a conclusion that he and colleague, David Protess, have derived from an "objective, intellectual process"; and

WHEREAS, Robert Warden views NDA forensic technology as a revolutionary tool that has proven to be quite beneficial and prevalent in exonerating those who have been wrongfully accused of committing crimes, halted trials that would sentence innocent people and solving crimes that would otherwise have gone unresolved; and

WHEREAS, Robert Warden has authored and co-authored books based on criminal injustice and wrongful convictions: *A Promise of Justice*; *The Eighteen Year Fight to Save Four Innocent Men*; *Done in a Day: 100 Years of Great Writing from the Chicago Daily News*; and the "reviving" of the 1874 British mystery originally written by Scott Turow, *Wilkie Collins's The Dead Alive: the Novel, the Case, and Wrongful Convictions*; and

WHEREAS, Robert Warden is a "freedom hero" to those he has assisted in escaping false imprisonment; and

WHEREAS, In his capacity as executive director for the Center of Wrongful Convictions at Northwestern University's School of Law, Robert Warden continues to work to fight against unfair convictions and expose the problems that challenge the legal system; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of December, 2006, do hereby recognize the work and efforts of Robert Warden in his undying will to fight against "a criminal justice system often riddled with corruption, inaccurateness, faulty investigations, and outright injustice"; we also thank him for caring enough to right the wrongs of an otherwise imperfect judicial system; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Robert Warden.

Presented By

ALDERMAN DALEY (43rd Ward):

TRIBUTE TO LATE MR. JOHN JOSEPH BRANSFIELD, JR.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward John Joseph Bransfield, Jr., beloved citizen and friend, Friday November 3, 2006 at the age of eighty-four years; and

WHEREAS, John Bransfield was an extraordinary man who had a true love of life and all it had to offer, pursuing many interests in his lifetime that included, among others: horseback riding, squash, for which he won several city championships, alpine skiing, opera, jazz, Chicago's history and architecture, and ballet; and

WHEREAS, John really had a life of varied firsts including being among the first people to ride the very first chairlift up Aspen mountain in 1946, and being among the first subscribers to the Lyric Opera; and

WHEREAS, John was born in Chicago of a fourth generation family, and attended Culver Military Academy in Indiana, and Loyola and Northwestern Universities; and

WHEREAS, It was while he was attending Loyola that he shipped off to the World War II European theater, where he served in the Armored Cavalry Regiment and as second lieutenant of the Third Armored Cavalry was among troops that helped liberate Nazi prisoners from the Ebensee death camp in Austria, and was decorated for his efforts; and

WHEREAS, After his return he finished college and began his career as an investment banker, a career he pursued for thirty-two years at William Blair & Co. until just four years ago; and

WHEREAS, John met and married his new wife Myriam in 1969, and not long afterward, moved from the Gold Coast to Lincoln Park. They have lived here ever since, raising their two children, John II and Mercedes; and

WHEREAS, John leaves to celebrate his life his adoring wife Myriam and his two children plus many, many friends, neighbors and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 2006 A.D. do hereby express our sorrow on the death of a cherished community member, John Bransfield, and extend to his family and friends our deepest sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Myriam Bransfield and family.

Presented By

ALDERMAN LEVAR (45th Ward):

GRATITUDE EXTENDED TO ASSISTANT DEPUTY SUPERINTENDENT MATTHEW E. TOBIAS AND STAFF OF CHICAGO POLICE DEPARTMENT'S TERRORISM AWARENESS AND RESPONSE ACADEMY ON SUCCESSFUL EDUCATIONAL PROGRAMS.

WHEREAS, The attacks of September 11, 2001, the deaths of our innocent fellow citizens and the destruction of the World Trade Center in New York City has served to remind us that terrorists can and will strike within the United States bringing the evil of terrorism to our shores and into stark focus; and

WHEREAS, The City of Chicago is a major industrial, communication and transportation hub in the central United States. Its value and status to the commerce of the United States makes our city a prime target for terrorist attacks; and

WHEREAS, The City of Chicago has already been an intended target of at least two foiled terrorists plots; and

WHEREAS, Recognizing that Chicago Police Department officers need to be better trained to counter potential threats, the Superintendent of Police ordered the creation of the Terrorism Awareness and Response Academy and placed it under the direction of Assistant Deputy Superintendent Tobias; and

WHEREAS, This program, hailed as one of the best terrorism training programs in the nation, has already trained over three thousand Chicago Police, Cook County Sheriff and Illinois State Police as well as federal and civilian security personnel; and

WHEREAS, The Honorable Patrick J. Levar, Alderman of the 45th Ward, has brought to the attention of this august body Assistant Deputy Superintendent Matthew E. Tobias, Sergeant Darren Doss, Police Officer Robert Dlnkha, Police Officer Manuel Mendoza, Police Officer Matthew Pecoraro, Police Officer Karla Welnbrenner, Captain Michael J. Mealer, Sergeant David J. Haynes, Police Officer Brian Doyle, Police Officer Irving Miller, Police Officer Marshall Pufundt, Police Officer Victor Catillo, Lieutenant Michelle Engstrom, Detective Richard Zuley, Police Officer Kevin Kilmer, Police Officer Michael Nowacki, Police Officer Mark Sedevic and Training Officer Barbara Barrett, all of whom assisted in the preparation and implementation of this five day course of study to better prepare Chicago's sworn police officers as well as those of other agencies to detect, prevent, and respond to terrorist acts; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this thirteenth day of December, 2006 A.D, do hereby applaud the aforementioned staff of the Terrorism Awareness and Response Academy for their vital and meritorious educational work on behalf of the citizens of this city and the nation in the cause of preventing terrorist acts within the City of Chicago and the surrounding region; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Assistant Deputy Superintendent Matthew E. Tobias and each of the above-named staff members of the Terrorism Awareness and Response Academy.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE MR. KEITH MARTIN BUTLER.

WHEREAS, Keith Martin Butler was born in Chicago on December 13, 1967, to Walter Butler and Shirley Darensbourg; and

WHEREAS, Keith Martin Butler grew up in the Hyde Park community of Chicago, attending Rudyard Kipling grammar school and graduating high school from Hales Franciscan; and

WHEREAS, Keith Martin Butler was named after the late Dr. Martin Luther King, Jr. and honored his namesake by participating in the civil rights movement with his family, Dr. King and Reverend Jesse Jackson from an early age; and

WHEREAS, Keith Martin Butler continued to work in the interests of all people by participating in the electoral process, even working for a Democratic victory on Tuesday, November 7, 2006; and

WHEREAS, Keith Martin Butler excelled in athletics, particularly basketball and baseball; and

WHEREAS, Keith Martin Butler was given the gift of humor and laughter by the good Lord's amazing grace; and

WHEREAS, The Lord called Keith Martin Butler home on Monday, November 20, 2006; and

WHEREAS, Keith Martin Butler was preceeded in death by his two brothers Walter and Gary; and is survived by his father Walter Butler, Sr.; his sister Rasheeda Barnes Mujtabaa; his brothers Craig and Eric Butler; his sister-in-law Katrina Butler; and many nieces, nephews and cousins; now, therefore,

Be It Resolved, That we, the mayor and members of the City Council of the City of Chicago, do hereby pay tribute to Keith Martin Butler and extend our best wishes and condolences to his family during this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Keith Martin Butler.

CONGRATULATIONS EXTENDED TO BERNARD ZELL ANSHE EMET DAY SCHOOL ON SIXTIETH ANNIVERSARY.

WHEREAS, The Bernard Zell Anshe Emet Day School, located at 3751 North Broadway in the 46th Ward, first opened its doors in 1946 and is celebrating its sixtieth anniversary; and

WHEREAS, The Bernard Zell Anshe Emet Day School was founded by Rabbi Goldman who envisioned an independent Jewish day school in the heart of Chicago, with strong values and an inspiring commitment to excellence; and

WHEREAS, The Bernard Zell Anshe Emet Day School fosters intellectual, emotional and spiritual development in a caring way, tailored to each individual child. Graduates of the school are confident, capable, steeped in Jewish values, versed in Jewish tradition, hungry for all types of academic learning and joined together by the teachings of modern Jewish life; and

WHEREAS, The faculty and administration of the Bernard Zell Anshe Emet Day School have received individual and school-wide recognition for their quality and excellence; and

WHEREAS, Students of the Bernard Zell Anshe Emet Day Schools' Band and Choir, along with their instructors, Charki Dunn, Abby Huss and Kevin Harriman are performing again today, Wednesday, December 13, 2006, in the lobby of City Hall to celebrate the holiday season, as they do each year; now, therefore,

Be It Resolved, That we, the mayor and members of the City Council of the City of Chicago, do hereby pay tribute to the Bernard Zell Anshe Emet Day School and extend our best wishes for many more years of excellence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the students and facility of the Bernard Zell Anshe Emet Day School.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO SAINT ANDREW GREEK ORTHODOX CHURCH ON EIGHTIETH ANNIVERSARY.

WHEREAS, On December 18, 1926, Saint Andrew Greek Orthodox Church was established in a brownstone building located on the southwest corner of Winthrop and Hollywood. A week later, The Reverend C. H. Demetry

Hadjidemetriou, an able administrator and outstanding organizer, celebrated the first Divine Liturgy; and

WHEREAS, The Very Reverend Archimandrite Irenaios Tsourounakis, came to serve the parish of Saint Andrew at the peak of the Great Depression in 1933. Father Irenaios began the teaching of the Greek language to the children of the parish, a tradition that continues to this day. In 1937, he was elevated to Bishop of San Francisco; and

WHEREAS, A series of temporarily assigned priests served Saint Andrew from 1937 to 1940 when The Very Reverend Athenagoras Kokkinakis became pastor. Like Father Demetry, he was an excellent administrator who was able to retire the church's mortgage and encourage significant growth in the parish's membership. It was Father Kokkinakis who persuaded the congregation to acquire the current church site on Sheridan and Hollywood. He was also a consummate scholar and, in 1945, he left to become the editor of the *Orthodox Observer*, the official periodical of the Greek Orthodox Archdiocese. In 1950, The Very Reverend Athenagoras Kokkinakis was elevated to bishop and eventually was consecrated Archbishop of Great Britain; and

WHEREAS, The successors of Father Kokkinakis, The Very Reverend Gregory Karfopoulos, who served from 1945 to 1948, and The Reverend George Mastrantonis, who served from 1949 until 1952 continued the quest for a new complex of buildings. It was during the four years Father Mastrantonis was at Saint Andrew that the building committee managed to raise the funds and purchase the initial portion of today's parish site; and

WHEREAS, When Reverend John Hondras came to Saint Andrew in January 1953, he was able to raise the funds to purchase the rest of the current site and secure the services of architects Peter Camburas and Theodore J. Theodore to render preliminary sketches of the building. On March 30, 1955, His Grace Ezekiel, Bishop of Nazianzus presided over the groundbreaking ceremonies. One month later, construction on the buildings began; and

WHEREAS, With His Grace Athenagoras Kokkinakis officiating, many of the former priests returned to Saint Andrew to help lay the cornerstone on June 19, 1955. A year later the structures were completed but unfinished. Father Hondras celebrated the first Divine Liturgy in the Holy Cross Chapel on September 8, 1956. Two months later the first Divine Liturgy was celebrated in the uncompleted main church. On May 29, 1960 the church was consecrated by His Eminence Archbishop Iakovos. By the autumn of 1961, the church, the Dr. Basil E. Stevens Greek School and the Sunday School facilities were completed; and

WHEREAS, Father John Kutulas came to Saint Andrew as a second priest at the beginning of 1967 and, when Father Hondras was assigned to Saint John's Church in Jacksonville, Florida. Archbishop Iakovos approved Father Kutulas as the new proistamenos on January 21, 1973. In July 1998, Reverend Michael H. Kontos became Saint Andrew's proistamenos and, on June 1, 2004, Reverend John N. Kalomas was installed and is the present proistamenos for Saint Andrew Greek Orthodox Church; and

WHEREAS, The Honorable Mary Ann Smith, Alderman of the 48th Ward, has apprised this august body of the eightieth anniversary being celebrated by this preeminent and iconic religious institution within her ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do hereby wish to extend our warmest congratulations to the Saint Andrew Greek Orthodox Church community on the achievement of such a significant milestone as eight decades of service to God, the Greek American community and their neighborhood as well as express our heartfelt best wishes for continued success for many more decades to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend John N. Kalomas and the Saint Andrew Greek Orthodox Church Parish Council.

Presented By

ALDERMAN M. SMITH (48th Ward) And ALDERMAN SHILLER (46th Ward):

CONGRATULATIONS EXTENDED TO DR. CLEMENT ROSE ON APPOINTMENT AS PRESIDENT OF ILLINOIS DIVISION OF AMERICAN CANCER SOCIETY.

WHEREAS, Dr. Clement Rose, prominent doctor of medicine, clinician and medical educator, has been appointed to serve a two-year term as the president of Illinois Division of the American Cancer Society board of directors; and

WHEREAS, Dr. Clement Rose has been active at many levels with the American Cancer society for more than eighteen years as a member of their National Assembly and as a member of the executive committee of the Illinois Division's board of directors. He has chaired the Illinois Division Research and Early Detection committees as well as the Illinois Division Diversity Awareness Task force; and

WHEREAS, Dr. Clement Rose is also president of the medical staff at the Louis A. Weiss Memorial Hospital on this city's north side and holds membership in the American College of Physicians, the American Society of Internal Medicine, the American Medical Association, the Illinois State Medical Society, the Cook County Physicians Association, the Prairie State Medical Society and the National Medical Association; and

WHEREAS, In his previous capacities with the American Cancer Society, Dr. Clement Rose's vision, leadership and dedication has led to more funding for vital research and expanded community initiatives in the field of early cancer detection and prevention; and

WHEREAS, As president of the Illinois Division of the American Cancer Society, Dr. Clement Rose will provide that same vision and leadership to further the core mission of its more than one hundred twenty thousand volunteers to eliminate cancer as a major health problem thus saving lives and diminishing suffering as well as preventing this dreadful disease through research, education, advocacy and service; and

WHEREAS, The Honorable Mary Ann Smith, Alderman of the 48th Ward and The Honorable Helen Shiller, Alderman of the 46th Ward, has apprised this august body of this prestigious appointment for Dr. Clement Rose who is a resident of the ward she represents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this thirteenth day of December, 2006 A.D., do hereby applaud the appointment of Dr. Clement Rose as president of the Illinois Division of the American Cancer Society and extend our very best wishes for his success in fulfilling his term of office; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Clement Rose.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
FLORES (1st Ward)	North Milwaukee Avenue, at 1112, for one parking space -- 12:00 P.M. to 6:00 P.M. -- Monday through Friday;
BALCER (11th Ward)	West 35th Street, at 1029 -- 6:00 A.M. to 10:00 P.M. -- daily;

Alderman	Location, Distance And Time
OCASIO For *SOLIS* (25th Ward)	West 18th Street, at 1510 -- 15 minute limit -- vehicles must have hazard lights activated -- 3:00 P.M. to 11:00 P.M. -- daily;
BURNETT (27th Ward)	West Randolph Street, at 1012 -- 6:00 A.M. to 6:00 P.M. -- daily;
	West Randolph Street, at 1350 (install sign at 152 North Ada Street, between North Ada Street and West Randolph Street) 9:00 A.M. -- 6:00 P.M. -- Monday through Saturday;
E. SMITH (28th Ward)	West Lake Street, at 4757 -- 30 minute limit -- vehicles must have hazard lights activated -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
REBOYRAS (30th Ward)	North Pulaski Road, at 2311 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
COLÒN (35th Ward)	North Milwaukee Avenue, at 2919, for a distance of 25 feet (removal of parking meter) 5:00 A.M. to 10:00 P.M. -- daily;
O'CONNOR (40th Ward)	West Bryn Mawr Avenue, at 3214 -- 3216 -- 7:00 A.M. to 6:30 P.M. -- Monday through Saturday;
NATARUS (42nd Ward)	North Clark Street, at 1542 -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
	East Randolph Street, at 130 -- 11:30 A.M. to 10:30 P.M. -- Monday through Saturday;
DALEY (43rd Ward)	West Grant Place (north side) at 408, from alley east to North Sedgwick Street -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (school days only);
MOORE (49th Ward)	North Hermitage Avenue, at 7428 -- 15 minute limit -- vehicles must have hazard lights activated -- 7:00 A.M. to 10:00 A.M. and 3:00 P.M. to 6:00 P.M. -- Monday through Friday;
	North Hermitage Avenue, at 7434 -- 7442 -- 15 minute limit -- vehicles must have hazard lights activated -- at all times -- daily.
	North Sheridan Road, at 7241 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 2601 NORTH HALSTED STREET.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Halsted Street, at 2601 -- no parking/loading zone -- 8:00 A.M. to 12:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "North Halsted Street, at 2601 -- no parking -- 15 minute limit -- vehicles must have hazard lights activated -- 8:00 A.M. to 12:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 651 WEST LAKE STREET.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Lake Street, at 651 -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Lake Street, at 651 -- 15 minute standing zone with flashing lights -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday" which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH PULASKI ROAD.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 5, 2004 (*Journal of Proceeding of the City Council of the City of Chicago*, page 22784) which established loading zones on portions of specified public ways by striking the words: "North Pulaski Road (east side) from a point 20 feet north of West Dickens Avenue, to a point 25 feet north thereof -- 15 minute loading zone -- vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:30 A.M. to 6:30 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST FULTON STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on September 14, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 55671) which established a loading zone on the south side of West Fulton Street, from a point 111 feet east of North Desplaines Street, to a point 35 feet east thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED LOADING ZONE/STANDING ZONE AT 909 WEST IRVING PARK ROAD.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on July 10, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 90170) which established a loading zone at 909 West Irving Park Road, extending to a point 25 feet west thereof, with a 20 minute standing zone in effect, and requiring that vehicles at such location have hazard lights activated during the hours of 6:00 A.M. to 3:00 P.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on portions of the public ways specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BURNETT (27th Ward)	West Ancona Street, between North Sangamon Street and North Peoria Street -- easterly;
AUSTIN (34th Ward)	South Racine Avenue, between West 103rd Street and West 107th Street -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH ELIZABETH STREET.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Elizabeth Street, from West 122nd Street to West 132nd Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
MATLAK (32nd Ward)	North Elston Avenue, from West Cortland Street to West Armitage Avenue -- 4 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
MOORE (49th Ward)	West Howard Street, at 1419 -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING METER AREA AT 2740 NORTH CLARK STREET.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously

passed ordinance which established parking meter areas on portions of specified public ways by striking the words: "North Clark Street (west side) at 2740 -- 8:00 A.M. to 9:00 P.M. -- 25 cents per 1 hour -- 2 hour limit -- 8:00 A.M. to 9:00 P.M." and inserting in lieu thereof: "North Clark Street (west side) at 2740 -- 9:00 A.M. to 9:00 P.M. -- 25 cents per 30 minutes -- 1 hour limit -- 9:00 A.M. to 9:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
TILLMAN (3rd Ward)	South Indiana Avenue, at 4450 (handicapped permit parking);
	East 41st Street, at 427 (Handicapped Parking Permit 52994);
HAIRSTON (5th Ward)	South Ingleside Avenue, at 6648 (Handicapped Parking Permit 45140);
BEAVERS (7th Ward)	South Paxton Avenue, at 9005 (Handicapped Parking Permit 50628);
BEALE (9th Ward)	South Indiana Avenue, at 11347 (Handicapped Parking Permit 52528);
	South Lowe Avenue, at 12541 (Handicapped Parking Permit 48798);

Alderman	Location And Distance
	South Wallace Street, at 10037 (Handicapped Parking Permit 53163);
POPE (10th Ward)	South Avenue M, at 13515 (Handicapped Parking Permit 50341);
BALCER (11th Ward)	South Bonaparte Street, at 2979 (Handicapped Parking Permit 49982);
	South Broad Street, at 3025 (Handicapped Parking Permit 53207);
	South Emerald Avenue, at 3821 (Handicapped Parking Permit 51949);
	South Lowe Avenue, at 3621 (Handicapped Parking Permit 51931);
	South Wallace Street, at 3745 (Handicapped Parking Permit 53199);
	South Wood Street, at 3808 (Handicapped Parking Permit 53204);
	West 26th Street, at 735 (Handicapped Parking Permit 51995);
CÁRDENAS (12th Ward)	South Fairfield Avenue, at 4339 (Handicapped Parking Permit 53229);
	South Talman Avenue, at 3959 (Handicapped Parking Permit 53235);
OLIVO (13th Ward)	South Mason Avenue, at 6238 (Handicapped Parking Permit 50558);

Alderman	Location And Distance
LANE (18th Ward)	South Artesian Avenue, at 7337 (Handicapped Parking Permit 53391);
BROOKINS (21st Ward)	South Bishop Street, at 8839 (Handicapped Parking Permit 52052);
	South Union Avenue, at 8240 (Handicapped Parking Permit 45015);
	West 91st Street, at 1716 (Handicapped Parking Permit 52051);
OCASIO For *MUÑOZ* (22nd Ward)	South Homan Avenue, at 2426 (Handicapped Parking Permit 26268);
ZALEWSKI (23rd Ward)	South Moody Avenue, at 5246 (Handicapped Parking Permit 52871);
OCASIO For *SOLIS* (25th Ward)	West 19th Street, at 2147, for one parking space (Handicapped Parking Permit 53567);
E. SMITH (28th Ward)	West Fulton Street, at 4446 (Handicapped Parking Permit 53626);
	North Leamington Avenue, at 166 (Handicapped Parking Permit 52781);
	West Superior Street, at 5011 (Handicapped Parking Permit 53620);
	West Washington Street, at 4226 (Handicapped Parking Permit 48038);

Alderman	Location And Distance
	West Washington Street, at 5210 (Handicapped Parking Permit 50028);
	South Washtenaw Avenue, at 1320 (Handicapped Parking Permit 52780);
	West West End Avenue, at 4445 (Handicapped Parking Permit 53619);
	West West End Avenue, at 4450 (Handicapped Parking Permit 50021);
	West Wilcox Street, at 3847 (Handicapped Parking Permit 52759);
	West 22nd Place, at 2737 (Handicapped Parking Permit 45657);
CAROTHERS (29th Ward)	North Mason Avenue, at 1638 (Handicapped Parking Permit 48090);
SUAREZ (31st Ward)	West Henderson Street, at 4314 (Handicapped Parking Permit 53715);
	North Kilbourn Avenue, at 3100 (install sign on West Barry Avenue) (Handicapped Parking Permit 50010);
MATLAK (32nd Ward)	West Lyndale Street, at 2231 (handicapped permit parking);
	North Noble Street, at 1404 (handicapped permit parking);
	North Oakley Avenue, at 3323 (handicapped permit parking);

Alderman	Location And Distance
	West Shakespeare Avenue, at 2138 (handicapped permit parking);
	North Sheffield Avenue, at 2423 (handicapped permit parking);
MELL (33rd Ward)	West Byron Street, at 2855 (Handicapped Parking Permit 50787);
	North Spaulding Avenue, at 3901 (Handicapped Parking Permit 50783);
AUSTIN (34th Ward)	South Aberdeen Street, at 11654 (Handicapped Parking Permit 53792);
	South Eggleston Avenue, at 10940 (Handicapped Parking Permit 53783);
MITTS (37th Ward)	West Cortez Street, 4921 (Handicapped Parking Permit 47683);
	North Lamon Avenue, at 1015 (Handicapped Parking Permit 52778);
	North Lorel Avenue, at 2131 -- driveway (handicapped permit parking);
	West Potomac Avenue, at 4834 (Handicapped Parking Permit 50499);
ALLEN (38th Ward)	West Lawrence Avenue, at 6030 (Handicapped Parking Permit 46219);
O'CONNOR (40th Ward)	North Maplewood Avenue, at 5923 (Handicapped Parking Permit 50236);

Alderman	Location And Distance
DOHERTY (41st Ward)	West Pratt Avenue, at 7335 (Handicapped Parking Permit 51528);
	West Rascher Avenue, at 8553 (Handicapped Parking Permit 51527);
	North East River Road, at 5159 (Handicapped Parking Permit 47809);
SHILLER (46th Ward)	West Brompton Avenue, at 517, for a distance of 25 feet (Handicapped Parking Permit 48765);
SCHULTER (47th Ward)	North Paulina Street, at 4856 (Handicapped Parking Permit 48462);
SHILLER For *M. SMITH* (48th Ward)	North Kenmore Avenue, at 5750 (Handicapped Parking Permit 50366);
MOORE (49th Ward)	West Chase Avenue, at 2346 (Handicapped Parking Permit 51718);
STONE (50th Ward)	North Artesian Avenue, at 6710 (Handicapped Parking Permit 51489);
	North California Avenue, at 7322 (Handicapped Parking Permit 51765)
	West Greenleaf Avenue, at 2637 (Handicapped Parking Permit 52675);
	West Jarlath Street, at 3120 (Handicapped Parking Permit 52674);

Alderman	Location And Distance
	West Menard Avenue, at 8927 (post sign at 2336 West Devon Avenue) (Handicapped Parking Permit 52677);
	North Campbell Avenue, at 6721 (Handicapped Parking Permit 51767).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10322 SOUTH AVENUE N.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue N, at 10322 (Handicapped Parking Permit 20546)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2512 NORTH AVERS AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Avers Avenue, at 2512 (Handicapped Parking Permit 19100)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4904 WEST BARRY AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Barry Avenue, at 4904 (Handicapped Parking Permit 19794)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4426 SOUTH CAMPBELL AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Campbell Avenue, at 4426 (Handicapped Parking Permit 46604)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1618 WEST CULLERTON STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cullerton Street, at 1618 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6110 SOUTH FAIRFIELD AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Fairfield Avenue, at 6110 (Handicapped Parking Permit 45770)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6215 WEST GRACE STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Grace Street, at 6215 (Handicapped Parking Permit 18271)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2637 WEST GREENLEAF AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Greenleaf Avenue, at 2637 (Handicapped Parking Permit 29130)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10142 SOUTH HOXIE AVENUE.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hoxie Avenue, at 10142 (Handicapped Parking Permit 16744)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8037 SOUTH JUSTINE STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Justine Street, at 8037 (Handicapped Parking Permit 39459)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2116 NORTH KARLOV AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Karlov Avenue, at 2116 (Handicapped Parking Permit 45787)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2043 NORTH KEDVALE AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kedvale Avenue, at 2043 (Handicapped Parking Permit 5733)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6643 SOUTH KOLIN AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kolin Avenue, at 6643 (Handicapped Parking Permit 32728)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1933 NORTH KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kostner Avenue, at 1933 (Handicapped Parking Permit 29743)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2145 NORTH LARAMIE AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Laramie Avenue, at 2145 (Handicapped Parking Permit 17907)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1307 NORTH LOREL AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lorel Avenue, at 1307 (Handicapped Parking Permit 27879)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1517 NORTH LOTUS AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lotus Avenue, at 1517 (Handicapped Parking Permit 40281)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3500 SOUTH MAPLEWOOD AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Maplewood Avenue, at 3500 (Handicapped Parking Permit 13324)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5914 NORTH MASON AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Mason Avenue, at 5914 (Handicapped Parking Permit 42221)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5715 NORTH MEADE AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Meade Avenue, at 5715 (Handicapped Parking Permit 7928)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9128 SOUTH MICHIGAN AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Michigan Avenue, at 9128 (Handicapped Parking Permit 18711)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3908 NORTH NORA AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Nora Avenue, at 3908 (Handicapped Parking Permit 30350)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3223 SOUTH PARNELL AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Parnell Avenue, at 3223 (Handicapped Parking Permit 4631)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7746 SOUTH PHILLIPS AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Phillips Avenue, at 7746 (Handicapped Parking Permit 21920)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7608 SOUTH PRAIRIE AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Prairie Avenue, at 7608 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5147 WEST WARWICK AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Warwick Avenue, at 5147 (Handicapped Parking Permit 46763)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2042 WEST 18TH STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 18th Street, at 2042 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1624 WEST 35TH STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 35th Street, at 1624 (Handicapped Parking Permit 63-12-041)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2755 WEST 39TH PLACE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 39th Place, at 2755 (Handicapped Parking Permit 29672)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT 1335 WEST CARMEN AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited the parking of vehicles at 1335 West Carmen Avenue (Handicapped Parking Permit 47325), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL TIMES AT 4514 NORTH SPRINGFIELD AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to remove the parking prohibition in effect at all times at 4514 North Springfield Avenue (Handicapped Parking Permit 27544), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT 3004 SOUTH PULASKI ROAD.

Alderman Ocasio for Alderman Muñoz (22nd Ward) presented a proposed ordinance to prohibit the parking of vehicles at 3004 South Pulaski Road during the hours of 9:00 A.M. to 5:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH LINCOLN AVENUE FOR STREET CLEANING PURPOSES.

Alderman Schulter (47th Ward) presented a proposed ordinance to prohibit the

parking of vehicles and established tow-away zones on the east side of North Lincoln Avenue, from 4700 to 4799, between the hours of 6:00 A.M. to 8:00 A.M., Monday through Friday, for street cleaning purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF NO PARKING ZONE AT 2625 NORTH ORCHARD STREET.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established no parking zones on portions of specified public ways by striking the words: "North Orchard Street, at 2625 -- no parking -- 7:00 A.M. to 3:00 P.M. -- school days" and inserting in lieu thereof: "North Orchard Street, at 2625 -- no parking -- except when using flashers -- 7:00 A.M. to 3:00 P.M. -- school days", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
OCASIO For *SOLIS* (25th Ward)	South Carpenter Street, at 730, for one parking space -- 15 minute limit -- vehicles must have hazard lights activated -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	West Polk Street, at 1058 -- 1060, for two parking spaces -- 15 minute limit -- vehicles must have hazard lights activated -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;
	West 18th Street, at 1725, for one parking space -- 15 minute limit -- vehicles must have hazard lights activated -- 9:00 A.M. to 2:00 P.M. -- Saturday and Sunday;
MATLAK (32nd Ward)	West Armitage Avenue (both sides) between North Elston Avenue and North Mendell Street -- 2 hour limit -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
	West Homer Street (both sides) between North Elston Avenue and North Mendell Street -- 2 hour limit -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
	North Mendell Street (both sides) between West Cortland Street and West Homer Street -- 2 hour limit -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
	North Mendell Street (west side) between West Homer Street to West Armitage Avenue -- 2 hour limit -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential

permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
HAITHCOCK (2nd Ward)	West Adams Street (north side) in the 2800 block -- at all times;
BEALE (9th Ward)	South Forest Avenue (both sides) in the 11400 block -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
TROUTMAN (20th Ward)	East 61st Street, in the 900 block -- at all times -- daily;
	South Vernon Avenue, in the 6500 block -- at all times -- daily;
BROOKINS (21st Ward)	South Bishop Street, in the 9000 block -- 9:00 A.M. to 7:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE IN 5600 BLOCK OF NORTH NEVA AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Neva Avenue (both sides) in the 5600 block -- at all times -- daily (Zone 20)" and inserting in lieu thereof: "North Neva Avenue (both sides) in the 5600 block -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (Zone 20)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE AT 1759 WEST 45TH STREET.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which established a residential permit parking zone at 1759 West 45th Street by extending the zone to include the 1900 block of West 45th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the extension of residential permit parking at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
BALCER (11th Ward)	West 37th Place (north side) in the 1600 -- 1644 block -- 7:00 A.M. to 12:00 P.M. (Zone 31);
	West 37th Place (south side) in the 1601 -- 1637 block -- 7:00 A.M. to 12:00 P.M. (Zone 31);
MOORE (49th Ward)	North Lakewood Avenue, at 6621 (Zone 56);
	West North Shore Avenue, at 1148 (Zone 56).

Referred -- ESTABLISHMENT OF SERVICE DRIVE ON PORTION OF NORTH LAKEWOOD AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to designate a service drive on the east side of North Lakewood Avenue, from West Belmont Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE STANDING ZONE AT 5022 WEST LAWRENCE AVENUE.

Alderman Levar (45th Ward) presented a proposed order to establish a fifteen minute standing zone at 5022 West Lawrence Avenue, to be in effect between the hours of 7:00 A.M. and 12:00 Midnight, daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF THIRTY MINUTE STANDING ZONE AT 1800 SOUTH PRAIRIE AVENUE.

Alderman Haithcock (2nd Ward) presented a proposed ordinance to establish a thirty minute standing zone at 1800 South Prairie Avenue (signs to be located on West 18th Street side of museum) for a distance of 50 feet, to be in effect between the hours of 7:00 A.M. to 12:00 Midnight, daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED FIFTEEN MINUTE STANDING ZONE/TOW-AWAY ZONE ON PORTION OF WEST POLK STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to repeal an ordinance

passed by the City Council on February 9, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 42279) which established a fifteen minute standing zone/two-away zone on the north side of West Polk Street, from a point 20 feet west of South Carpenter Street, to a point 25 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC WARNING SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of traffic warning signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
PRECKWINKLE (4th Ward)	South Vincennes and East 42nd Street -- "All-Way Stop";
BEALE (9th Ward)	East 131st Street and South Eberhart Avenue -- "Three-Way Stop";
CÀRDENAS (12th Ward)	West Pershing Road, at South Campbell Avenue -- "Two-Way Stop";
BROOKINS (21st Ward)	West 97th Street and South Morgan Street -- "All-Way Stop";
MUÑOZ (22nd Ward)	North Karlov Avenue and West 32nd Street -- "Stop";

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	West 48th Street and South Laporte Avenue -- "Stop";
OCASIO For *SOLIS* (25th Ward)	South Ada Street, at West Flournoy Street -- "Stop"
	South Ada Street, at West Lexington Street -- "Stop";
	South Laflin Street and West 16th Street -- "Stop";
	South Lytle Street, at West Lexington Street -- "Stop";
OCASIO (26th Ward)	North Fairfield Avenue, at 1515 -- "Dead End";
E. SMITH (28th Ward)	North Homan Avenue and West Carroll Avenue -- "Three-Way Stop";
	West Jackson Boulevard and South Kildare Avenue -- "Three-Way Stop";
	West Jackson Boulevard and South Kildare Avenue -- "Two-Way Stop";
MATLAK (32nd Ward)	North Ada Street, at West Concord Place -- "Stop";
AUSTIN (34th Ward)	West Edmaire Street and South Davol Street -- "All-Way Stop";
	West 117th Street and South LaSalle Street -- "Four-Way Stop";

Alderman	Location, Distance And Time
	West 117th Street and South Lowe Avenue -- "All-Way Stop";
	West 117th Street and South Racine Avenue -- "Four-Way Stop";
COLÒN (35th Ward)	West Waveland Avenue and North Kimball Avenue -- "All-Way Stop";
O'CONNOR (40th Ward)	West Bryn Mawr Avenue, at North Spaulding Avenue -- "Two-Way Stop";
	North Spaulding Avenue, at West Ardmore Avenue -- "Stop";
DOHERTY (41st Ward)	North Central Avenue, at West Morse Avenue -- "All-Way Stop";
SCHULTER (47th Ward)	North Lincoln Avenue, at West Cullom Avenue -- "Two-Way Stop";
STONE (50th Ward)	North Francisco Avenue, at West Morse Avenue -- "Four-Way Stop".

Referred -- CONSIDERATION FOR REMOVAL OF "PARKING PROHIBITED AT ALL TIMES -- HANDICAPPED" SIGNS AT SPECIFIED LOCATIONS.

Alderman L. Thomas (17th Ward) presented two proposed orders directing the Commissioner of Transportation to give consideration to the removal of the "Parking Prohibition At All Times -- Handicapped" signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

South Carpenter Street, at 7631 (Handicapped Parking Permit 20409); and

South Throop Street, at 6840 (Handicapped Parking Permit 36399).

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMITATION FOR VEHICLES ON PORTION OF SOUTH WOLCOTT AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to establish a five ton weight limitation for vehicles on portion of South Wolcott Avenue, from West 43rd Street to West 46th Street, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twelve proposed ordinances amending Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance) for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HAITHCOCK (2nd Ward):

To classify as a Residential Business Planned Development Number 896, as amended, instead of Residential Business Planned Development Number 896 the area shown on Map Numbers 2-G and 4-G bounded by:

West Cabrini Street; South Racine Avenue; West Roosevelt Road; South Blue Island Avenue; West 15th Street; South Laflin Street; a line 132 feet next south

of West 15th Street; South Ashland Avenue; West Hastings Street; a line 132.25 feet next east of South Ashland Avenue; the alley next north of West Hastings Street; South Ashland Avenue; West 13th Street; the alley next east of South Ashland Avenue; the alley next north of West 13th Street; South Ashland Avenue; West Washburne Avenue; a line 179.5 feet next east of South Ashland Avenue; West Roosevelt Road; a line 192 feet next west of South Loomis Street; the alley next south of West Roosevelt Road; a line 144 feet next west of South Loomis Street; West Washburne Avenue, if extended west of South Loomis Street; South Loomis Street; West Grenshaw Street; South Throop Street; West Taylor Street; a line 100 feet next east of South Loomis Street; the alley next north of West Taylor Street; the alley next east of South Loomis Street; West Arthington Street; and South Ada Street.

BY ALDERMAN MATLAK (32nd Ward):

To classify as a C1-2 Neighborhood Commercial District instead of a C1-5 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Chicago Avenue; North Leavitt Street; the public alley next south of and parallel to West Chicago Avenue; and a line 119.55 feet west of and parallel North Leavitt Street.

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 1-H bounded by:

the alley next north of and parallel to West Superior Street; North Leavitt Street; West Superior Street; and a line 215.7 feet west of and parallel to North Leavitt Street.

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 5-H bounded by:

a line 140.5 feet north of and parallel to West Wabansia Avenue; North Wolcott Avenue; the public alley next north of and parallel to West Wabansia Avenue; and the public alley next west of and parallel to North Wolcott Avenue.

BY ALDERMAN LEVAR (45th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

West Leland Avenue; North Kostner Avenue; the public alley next south of and parallel to West Leland Avenue; and North Kenneth Avenue.

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

West Leland Avenue; the public alley next east of and parallel to North Kostner Avenue; the public alley next south of and parallel to West Leland Avenue; and North Kostner Avenue.

To classify as a an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

West Wilson Avenue; a line 135 feet east of and parallel to North Knox Avenue; West Sunnyside Avenue; and North Knox Avenue.

To classify as a an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

the public alley next north of and parallel to West Wilson Avenue; North Kostner Avenue; West Wilson Avenue; and North Kenneth Avenue.

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

the public alley next north of and parallel to West Leland Avenue; the public alley next southwest of and parallel to North Elston Avenue; West Leland Avenue; and North Kenneth Avenue.

To classify as a an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

the public alley next south of and parallel to West Leland Avenue; North Kostner Avenue; the public alley next north of and parallel to West Wilson Avenue; and the public alley next west of and parallel to North Kostner Avenue.

To classify as a an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

the public alley next south of and parallel to West Leland Avenue; the public alley next east of and parallel to North Kostner Avenue; West Wilson Avenue; and North Kostner Avenue.

BY ALDERMAN SHILLER (46th Ward):

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

a line 254.3 feet south of West Leland Avenue (as measured along the east line of North Beacon Street and perpendicular thereto); the alley next east of and parallel to North Beacon Street; a line 304.3 feet south of West Leland Avenue (as measured along the east line of North Beacon Street and perpendicular thereto); and North Beacon Street.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred thirty-five (235) proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
FLORES (1st Ward)	Bucktown Corners Condominium Association;
	Chicago & Greenview Condominium Association;
	Chimney Lofts Condominium Association (2);
	Marshfield Lofts Condominium Association;
	Riverwalk Townhomes Condominium Association;
	Wabansia Place Condominium Association;
	1517 North Paulina Condominium Association;
	1623 North Western Condominium Association;
	1700 West Chicago Condominium Association;
	2058 North Western Condominium Association;
	2300 St. Paul Condominium Association;
	2901 North Rockwell Condominium Association;
HAITHCOCK (2nd Ward)	Lakeside on the Park Condominium Association;
	Metropolitan Place Condominium Association;

Alderman	Claimant
	Western-Lexington Condominium Association;
	32 -- 40 South Ashland Condominium Association (2);
	1111 West Madison Condominium Association;
	3100 South Dr. Martin Luther King, Jr. Drive Condominium Association;
PRECKWINKLE (4th Ward)	Cornell Village Tower Condominium Association;
	Cornell Village Townhouse Condominium Association;
	The Newport Condominium Association;
	Park Thirteen Condominium;
	5115 -- 5117 South University Condominium Association;
HAIRSTON (5th Ward)	Lakeshore Pointe Condominium Association;
	New Merrill Square Condominium Association;
	Shoreline Condominium Association;
	Vista Homes Building Corporation;
	5842 -- 5844 South Harper Avenue Condominium Association;

Alderman	Claimant
BURKE (14th Ward)	Springfield Condominium Association;
LANE (18th Ward)	7800 South Winchester Condominium Association;
RUGAI (19th Ward)	Mr. Timothy Byrnes;
	Mr. Robert Harrigan;
	Parkview I Condominium Association;
	Ms. Doris Thomas;
	Ms. Joan Vesely;
TROUTMAN (20th Ward)	Covenantal Community Housing;
	Kimbark Apartment Building Co-Op (2);
	University Crossing Condominium Association (2);
	University Fields Condominium Association (2);
	Woodlawn Terrace Condominium Association;
ZALEWSKI (23rd Ward)	6646 West 64th Place Corporation;
OCASIO (26th Ward)	Park Vista Condominium Association (2);
REBOYRAS (30th Ward)	Ms. Lucia Napier;

Alderman	Claimant
MATLAK (32nd Ward)	Bucktown Gardens Condominium Association;
	Rinascita Architetti Condominium Association;
	Wabansia Lofts Condominium Association II;
	2222 West Belmont Condominium Association;
	2951 North Clybourn Condominium Association (2);
MELL (33rd Ward)	California Melrose Condominium Association (3);
	Eastwood Glen Condominiums;
	Francisco Manor Condo Association;
	Mozart Court Condominium Association;
	Ravenswood Square Condominium Association;
	The Vines of Ravenswood Condominium Association;
COLÓN (35th Ward)	Lions Square Condominium;
O'CONNOR (40th Ward)	West End Condominium Association (2);
	Winnemac Court Condominium Association;

Alderman	Claimant
DOHERTY (41st Ward)	Banbury Hill Condominium Association;
	Edison Fountain Place;
	Higgins Place Condominium Association;
	Kings Ridge Condos;
	Raven Place Condominium Association;
	5989 -- 5991 North Northwest Highway Condominium Association;
	8718 -- 8724 West Berwyn Condominium;
NATARUS (42nd Ward)	The Constellation;
	Grand on Grand Condominium Association;
	Kinzie Park Tower Condominium Association;
	Kinzie Park Townhome Association;
	Newberry Plaza Condominium Association;
	South River Park Condominium Association;
	73 East Elm Condominium Association;
	100 East Bellevue Place Condominium Association (2);
	161 Chicago Avenue East Condominium Association;
	220 East Walton Condo;

Alderman	Claimant
	221 East Walton Condo;
	227 East Walton Condominium Association;
	232 East Walton Corporation;
	1200 Condominium Association;
	1234 North Dearborn Condominium Association;
	1530 North Dearborn Condominium Association;
	1540 North State Parkway Condominium Association;
DALEY (43rd Ward)	Bakery Residential Condominium Association;
	The Churchill;
	City Homes on Dayton Condominium Association;
	Common Sense Condominium Association;
	Copperfield Condominium Association;
	Dickens Court Condominium Association;
	Freemont Lane;
	Gaslight Court Condominium Association;
	Hudson Place Condominium Association;

Alderman	Claimant
	Lill on the Park Condominium Association;
	Lill Street Condominium Association;
	The Limited Editions-941 West Wrightwood Condominium Association;
	Lincoln Park Commons Condominium Association;
	The Magnolia Street Residences Condominium Association;
	Ogden Park Place Owners' Association (2);
	Orchard Garden Condo Association;
	Oz Park Condominium Association;
	Park Belden Condominium Association;
	Roslyn Place Condominium Association;
	Saint Michael's High School Condominium Association;
	Soda Pop Factory Condominium Association;
	Tower View Condominium Association;
	Webster Commons Condominium Association;
	Wells Street Studios Condominium Association;
	West Burton Place Corporation;
	Willow Dayton Condominium Association;
	Wisconsin Place Commons;

Alderman	Claimant
	448 Wrightwood Manor Condominium Association;
	515 West Belden Avenue Townhouse;
	515 Wrightwood Condominium Association;
	609 Stratford Condominium Association;
	644 Arlington Place Condominium;
	844 West Fullerton Condominium Association;
	The 915 Montana Condominium Association;
	1100 West Montana Condominium Association;
	1130 Armitage Condominium Association;
	1209 Astor Building Corporation;
	1214 North Astor Condominium Association;
	1242 Lake Shore Drive Corporation;
	1411 State Condominium Association;
	1415 North Dearborn Condominium Association;
	1419 North State Parkway;
	1448 Lake Shore Drive Building Corporation;
	1807 -- 1811 North Orleans Condominium Association;

Alderman	Claimant
	1865 -- 1867 North Halsted Condominium Association;
	1875 North Burling Condominium Association (3);
	1920 North Maud Condominium Association;
	2335 North Commonwealth Condominium Association;
	2440 North Lakeview Cooperative;
	2450 Lakeview Cooperative;
	2625 North Clark Street Condominium Association;
	2700 Club;
TUNNEY (44th Ward)	Barry Commons Condominium Association;
	Cathedral Place Condominium Association;
	Gaslight Village Condominium Association;
	Melrose Commons Condominium Association;
	Plaza 32 Condominium Association;
	Sheffield Building Association;
	Vita Condominium Association;
	509 West Roscoe Condominium Association;

Alderman	Claimant
LEVAR (45th Ward)	Jefferson Park Place;
	Mr. Timothy E. Kusinski;
	Miltimore Condominium Association;
	4815 -- 4819 West Hutchinson Condominium Association;
SHILLER (46th Ward)	Andersonville Terrace Condominium Association;
	Beacon Park Condominium Association;
	Bentley Condominium Association (4);
	Broadmore Condominium Association;
	Freedom Road Co-op, Inc;
	Magnolia Pointe Condominium Association;
	Melba Condominium Association;
	Park Place Tower Condominium Association;
	Riviera Terrace Condominium Association;
	616 -- 618 Waveland Condominium Association;
	1252 -- 1254 West Winona Condominium Association;
	4867 -- 4869 North Kenmore Condominium Association;

Alderman	Claimant
SCHULTER (47th Ward)	Campbell Courts Condominium Association (4);
	Le Soleil;
	Mapleleaf Square Condominium Association;
	North Dover Street Condominium Association;
	Oakley Manor Condominium Association;
	Saint Ben's Lofts Condominium Association;
	Southport Place Condominium Association;
	Warner Flats Condominium Association;
M. SMITH (48th Ward)	Andersonville Manor Condominium Association;
	Berwyn Station Condominium Association;
	Catalpa Condominium Association;
	Foster Magnolia Condominium Association;
	Glenwood Court Condominium Association;
	Granville Beach Condominium;
	Granville Towers Condominium Association;

Alderman	Claimant
	Kenmore Terrace Condominium Association (2);
	Lakeshore Terrace Condominium Association;
	Manor House Condominium Association;
	Park Place Condominium Association;
	Rascher Commons Condominium Association;
	Regency Balmoral Condominium Association;
	Thorndale Condominium Association;
	Valencia Condominium Association;
	Wayne-Ridge Condominium Association;
	West Edgewater Condominium Association;
	Win-Beach Condominium Association;
	Winthrop Commons Condominium Association;
	823 -- 825 West Gunnison Condominium Association;
	848 West Gunnison Condominium Association;
	938 -- 940 West Carmen Condominium Association;
	1253 -- 1255 West Elmdale Condominium Association;

Alderman	Claimant
	1407 -- 1409 West Elmdale Condominium Association;
	4143 Condominium Association;
	5000 North Marine Drive Corporation;
	5722 North Winthrop Condominium Association;
	6121 North Sheridan Road Condominium Association;
	6160 -- 6164 North Winthrop Avenue Condominium Association;
	6217 -- 6219 North Magnolia Condominium Association;
	6221 North Magnolia Condominium Association;
	6247 -- 6249 North Glenwood Condominium Association;
MOORE (49th Ward)	Bell West Condominium Association;
	Ms. Ervina Colonna;
	Eastlake Terrace Condominium Association;
	Granville Beach Condominium Association;
	North Shore Beach Condominium Association;
	Ridge Crest Condominium Association;

Alderman	Claimant
	Ridge Pointe Condominiums;
	Riviera Condominium Association;
	1435 West Pratt Condominium Association (2);
	7120 North Sheridan Condominiums;
	7401 North Sheridan Road Condominium Association;
	7520 Ridge Building Corporation (3);
STONE (50th Ward)	Winston Towers Number 3 Association;
	Winston Towers Number 5 Association.

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4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN FLORES (1st Ward):

Referred -- EXEMPTION OF WEST TOWN CHAMBER OF COMMERCE FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing West Town Chamber of Commerce with inclusive

exemption, under its not-for-profit status, from all city fees related to the maintenance of garbage cans on sidewalks at various locations, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Crater Food and Liquor -- for one sign adjacent to 1144 North Milwaukee Avenue; and

Rothschild Liquors -- for one sign adjacent to 1532 West Chicago Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO CROWN PROPERTIES OF ILLINOIS, L.L.C. TO MAINTAIN AND USE BALCONIES ADJACENT TO 1521 WEST HADDON AVENUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on November 1, 2006 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* pages 90143 and 90145, which authorized a grant of privilege to Crown Properties of Illinois, L.L.C. to maintain and use four balconies adjacent to 1521 West Haddon Avenue, by decreasing the amount of compensation for said privilege, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF FLETCHER COMMONS, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2422 -- 2454 WEST FLETCHER STREET AND 3139 -- 3141 NORTH CAMPBELL AVENUE.

Also, a proposed ordinance to exempt Fletcher Commons, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2422 -- 2454 West Fletcher Street and 3139 -- 3141 North Campbell Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF NORTH CLYBOURN AVENUE AS "BILL CONFORTI WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the southwest corner of North Clybourn Avenue at West Oakley Avenue as "Bill Conforti Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Jose Mandujano -- 2139 North Maplewood Avenue;

Mr. Eric Olson -- 2720 West Chanay Street; and

Mr. Matthew Tomic -- 2525 West Cortland Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1144 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Crater Food and Liquor to construct, maintain and use one canopy to be attached or attached to the building or structure at 1144 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE VAULTED SIDEWALKS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use vaulted sidewalks adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Columbia College -- for one vaulted sidewalk adjacent to 506 South Wabash Avenue; and

One Congress Center, in care of Anvan Midwest Realty Management -- for one vaulted sidewalk adjacent to 418 South Wabash Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 412 SOUTH WELLS STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to George and Manthy Hlepas to install a sign/signboard at 412 South Wells Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

A American Self Storage -- for one canopy at 901 West Adams Street;

The Foot Clinic -- for one canopy at 1226 West Taylor Street; and

Jimmy John's -- for one canopy at 1240 South Michigan Avenue.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- REPEAL OF SECTION 7 OF LEASE AGREEMENT WITH MORGAN STANLEY INVESTMENT FOR OPERATION OF CHICAGO DOWNTOWN PUBLIC PARK SYSTEM.

A proposed ordinance to repeal Section 7 pertaining to Conflict, Severability; and Exercise of Home Rule Power provisions of the lease agreement between Morgan Stanley Investment and the City of Chicago. Two committees having been called, the Committee on Finance and the Committee on Committees, Rules and Ethics, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, three proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status, for the periods noted, which were *Referred to the Committee on Finance,* as follows:

Illinois Institute of Technology -- for the erection and maintenance of buildings at various facilities (2) for the period of August 16, 2006 through August 15, 2007 and January 1, 2007 through December 31, 2007; and

New Philadelphia Baptist Church -- for repair work at the second floor of the property at 5254 South State Street for a one year period not to exceed December 13, 2007.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Dana Liquors, Inc. -- to maintain and use one sign adjacent to 124 East Pershing Road;

Harold's Chicken Shack -- to maintain and use one sign adjacent to 307 East Garfield Boulevard;

Harold's Chicken Shack -- to maintain and use one sign adjacent to 108 East 47th Street;

Stateway Associates, L.L.C. -- to construct, install, maintain and use five balconies adjacent to 17 West 35th Street; and

Stateway Associates, L.L.C. -- to construct, install, maintain and use one stair bay adjacent to 17th West 35th Street.

Referred -- EXEMPTION OF CIARAN RICHMOND FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 5406 SOUTH INDIANA AVENUE.

Also, a proposed ordinance to exempt Ciaran Richmond from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5406 South Indiana Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND/OR MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct and/or maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Continental Liquors -- for three canopies at 1628 -- 1630 West 47th Street;

Harold's Chicken Shack -- for one canopy at 307 East Garfield Boulevard; and

Harold's Chicken Shack -- for one canopy at 108 East 47th Street.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Kimbark Crossing -- 5100 -- 5118 South Kimbark Avenue; and

4000 Drexel Inc. -- 4004 South Drexel Boulevard.

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Theological Seminary -- to maintain and use one pedestrian bridge adjacent to 5757 South University Avenue;

Chicago Theological Seminary -- to maintain and use one tunnel adjacent to 5757 South University Avenue;

The University of Chicago (File Number 8) -- to maintain and use one underground steam conduit adjacent to 5800 South University Avenue;

The University of Chicago (File Number 10) -- to maintain and use one insulated steam pipe conduit under and along South Ellis Avenue;

The University of Chicago (File Number 10) -- to maintain and use one vault adjacent to 5801 South Ellis Avenue;

The University of Chicago (File Number 19) -- to maintain and use two conduits adjacent to 1414 East 59th Street;

The University of Chicago (File Number 19) -- to maintain and use one manhole adjacent to 5801 South Ellis Avenue; and

The University of Chicago (File Number 22) -- to maintain and use one steam service pipe under and across South University Avenue and adjacent to 5801 South Ellis Avenue.

Referred -- AMENDMENT OF TITLE 17, CHAPTER 6, SECTION 203 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW PARK AND RECREATIONAL USES FOR HOSPITALS WITHIN POS-1 REGIONAL OR COMMUNITY PARKS.

Also, a proposed ordinance to amend Title 17, Chapter 6, Section 203 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by allowing the establishment of park and recreational facilities for preexisting hospitals within POS-1 Regional or Community Parks, bounded by Lake Michigan to the east and north, LaRabida Drive to the west and South Shore Drive to the south, which was *Referred to the Committee on Zoning.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 6926 SOUTH JEFFERY BOULEVARD.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire and the Zoning Administrator to issue all necessary permits, free of charge, for the landmark property at 6926 South Jeffery Boulevard for de-conversion of a residential building into condominiums, including interior and exterior renovations, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1744 EAST 55TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Future World to construct, maintain and use one canopy to be attached or attached to the building or structure at 1744 East 55th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAIRSTON (5th Ward) And ALDERMAN SHILLER (46th Ward):

Referred -- MORATORIUM ON IMPLEMENTATION OF PROVISIONS OF SECTIONS 13-196-031 THROUGH 13-196-037 OF MUNICIPAL CODE OF CHICAGO PENDING REVIEW BY COMMISSIONER OF BUILDINGS.

A proposed ordinance to hold in abeyance Section 13-196-031 through and including 13-196-037 of the Municipal Code of Chicago, together with all

amendments pertaining thereto, concerning maintenance of exterior walls and enclosures, pending review thereof by the Commissioner of the Department of Buildings, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- EXEMPTION OF FADE OF BEAUTY CAR WASH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 6927 -- 6929 SOUTH SOUTH CHICAGO AVENUE.

A proposed ordinance to exempt Fade of Beauty Car Wash from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6927 -- 6929 South South Chicago Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HARRIS (8th Ward):

Referred -- EXEMPTION OF JACKSON PARK HOSPITAL FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Jackson Park Hospital with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at 7501 and 7531 South Stony Island Avenue and 1625 East 75th Street for a one year period not to exceed February 16, 2008, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO ZOMAC PROPERTIES, L.L.C. TO MAINTAIN, USE AND OCCUPY PORTION OF PUBLIC WAY ADJACENT TO 8822 SOUTH DOBSON AVENUE.

Also, a proposed ordinance to grant permission and authority to Zomac Properties, L.L.C. to maintain, use and occupy a portion of the public way adjacent to 8822 South Dobson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 720 EAST 111TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to ICON Identity Solutions to install a sign/signboard at 720 East 111th Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN POPE (10th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Housing Authority/Yates Garden Apartments -- to maintain and use fencing adjacent to 2440 East 106th Street;

Dolex Dollar Express -- to maintain and use one sign adjacent to 3564 East 106th Street; and

Estela's Hair Care Studio/Nava -- to maintain and use one sign adjacent to 3401 East 106th Street.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT PERMITS AND LICENSES, FREE OF CHARGE, TO APPLICANTS FOR AND PARTICIPANTS IN VELIKA GOSPA FESTIVAL.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation and Construction and Permits to issue all necessary special event permits and licenses, free of charge, to applicants for and participants in the Velika Gospa Festival, to be held August 15, 2006 on the premises known as the 2900 block of South Princeton Avenue, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- GRANT OF PRIVILEGE TO MR. PHILLIP LAZZARO TO CONSTRUCT, INSTALL, MAINTAIN AND USE PARK BENCHES ADJACENT TO 335 WEST 31ST STREET.

Also, a proposed ordinance to grant permission and authority to Phillip Lazzaro to construct, install, maintain and use two park benches adjacent to 335 West 31st Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3322 SOUTH MORGAN STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Bridgeport Bed and Breakfast to construct, maintain and use one canopy to be attached or attached to the building or structure at 3322 South Morgan Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- GRANT OF PRIVILEGE TO LA KERMESE TO MAINTAIN AND USE SIGN ADJACENT TO 3000 -- 3002 WEST 26TH STREET.

A proposed ordinance to grant permission and authority to La Kermese to maintain and use one sign adjacent to 3000 -- 3002 West 26th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Juvenal Calderon Hernandez -- 2746 West 39th Place;

Mr. Gilberto Ordoñez -- 4024 South Brighton Place; and

Mr. Roberto Vega -- 4048 South Brighton Place.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN AND USE CANOPY AT 2859 WEST CERMAK ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Discoteca Aguilares to maintain and use one canopy to be attached or attached to the building or structure at 2859 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Eleven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Eric Campos -- 4113 West Crestline Street;

Mr. Kirk Foster -- 6059 South Keating Avenue;

Mr. Higinio G. Garcia -- 3609 West 70th Street;

Mr. Salvador Gonzalez -- 6125 South Massasoit Avenue;

Mr. Jesse Jankowski -- 5808 South Kolmar Avenue;

Mr. Moises Luna -- 6013 South Kenneth Avenue;

Mr. Juan Noriega -- 6124 South Knox Avenue;

Mr. Rodrigo Palomares -- 7233 South Springfield Avenue;

Mr. Paul Pronobis -- 6639 South Keating Avenue;

Mr. Jose J. Rodriguez -- 3804 West 59th Place; and

Mr. Tomas Rodriguez -- 3935 West 57th Street.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 8, SECTIONS 010 AND 020 OF MUNICIPAL CODE OF CHICAGO TO EXEMPT CHARITABLE FOOD DISPENSING ESTABLISHMENTS FROM RETAIL FOOD ESTABLISHMENT LICENSE REQUIREMENT.

A proposed ordinance to amend Title 4, Chapter 8, Sections 010 and 020 of the Municipal Code of Chicago which would exempt all charitable food dispensing establishments from the retail food establishment license requirement, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 8 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 062 TO REQUIRE NUTRITION LABELING OF FOOD AT CERTAIN RETAIL FOOD ESTABLISHMENTS.

Also, a proposed ordinance to amend Title 4, Chapter 8 of the Municipal Code of Chicago by the addition of new Section 062 which would require retail food licensees earning gross revenues of at least $10 Million annually to label their food menus or menu boards with nutrition information in a size and typeface at least as large as the name of the menu item or price, indicating the calorie, fat and sodium contents of

each such menu items, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Big Tonys Pizza 2 -- to maintain and use one sign adjacent to 3732 West 59th Street;

Zavala Liquors -- to maintain and use one sign adjacent to 4218 South Archer Avenue;

The Zemsky Corp. -- to maintain and use one structural projection adjacent to 4181 South Archer Avenue; and

4500 South Kolin L.L.C. -- to construct, maintain and occupy portion of the public way adjacent to 4500 South Kolin Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Big Tonys Pizza 2 -- for one canopy at 3732 West 59th Street;

Carniceria La Gloria -- for one canopy at 2551 -- 2553 West 51st Street;

Carnitas Don Rafa Inc. -- for three canopies at 4619 South Kedzie Avenue;

Julie's Beauty Salon -- for one canopy at 3208 West 55th Street;

Louise Fabisiewicz -- for one canopy at 4341 South Archer Avenue;

Mario's Market -- for two canopies at 2959 West Pershing Road; and

Zavala Liquors -- for one canopy at 4218 South Archer Avenue.

Referred -- CITY COUNCIL COMMITTEE ON FINANCE AND COMMITTEE ON TRAFFIC CONTROL AND SAFETY URGED TO CONDUCT PUBLIC HEARINGS ON SAFETY AND PROTECTION OF TEENAGE DRIVERS.

Also, a proposed resolution urging the Committee on Finance and the Committee on Traffic Control and Safety to conduct joint public hearings on drafting of legislation that would further provide protection for and enhance safety of teenage drivers, which was *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO BY CREATION OF NEW CHAPTER 404 TO REQUIRE CRIMINAL BACKGROUND INVESTIGATIONS OF SERVICE PROVIDERS.

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by the

creation of new Chapter 404 which would require all firms, associations, corporations or partnerships doing business or intend to do business with the City of Chicago to conduct criminal history background checks of all employees, including contractors and subcontractors, and require each employee, contractor or subcontractor authorized to enter residences of current or potential customers to comply with all other security requirements prior to provision of services at their customers' premises, and further, establish enforcement provisions and penalties for violations thereof, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN CAROTHERS (29th Ward):

Referred -- POLICEMEN'S ANNUITY AND BENEFIT FUND AND ILLINOIS GENERAL ASSEMBLY URGED TO ALLOW CHICAGO POLICE OFFICERS EARN ADDITIONAL SERVICE CREDIT FOR PRIOR EMPLOYMENT WITH CERTAIN LAW ENFORCEMENT GOVERNMENTAL UNITS OR AGENCIES WITHIN ILLINOIS.

A proposed resolution urging the Policemen's Annuity and Benefit Fund to consider and implement measures, and the Illinois General Assembly to pass Senate Bill 2585, House Bill 4934 or other similar legislation, which would allow active Chicago police officers with at least five years of creditable service to establish up to ten years of additional service credit for prior employment with downstate municipal and Cook County police departments, the State of Illinois or the Chicago Housing Authority, which was *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Police and Fire.*

Presented By

ALDERMAN T. THOMAS (15th Ward):

Referred -- GRANTS OF PRIVILEGE TO HAROLD'S CHICKEN SHACK TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to Harold's Chicken Shack to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

one sign adjacent to 5608 -- 5610 South Ashland Avenue; and

one sign adjacent to 2521 West 63rd Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND/OR MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to Harold's Chicken Shack to construct and/or maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

for one canopy at 5608 -- 5610 South Ashland Avenue; and

for one canopy at 2521 West 63rd Street.

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- GRANTS OF PRIVILEGE TO HAROLD'S CHICKEN SHACK TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to Harold's Chicken

Shack to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

one sign adjacent to 6843 South Ashland Avenue; and

one sign adjacent to 7247 South Racine Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND/OR MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to Harold's Chicken Shack to construct and/or maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

for one canopy at 6843 South Ashland Avenue; and

for one canopy at 7247 South Racine Avenue.

Presented By

ALDERMAN LANE (18th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 18.9 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF WEST 87TH STREET.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 18.9 which restricted the issuance of additional package goods licenses on the north side of West 87th Street, from South

Kedzie Avenue to South Central Park Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 3608 WEST 86TH STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. John Studach to park his pickup truck and/or van at 3608 West 86th Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- GRANT OF PRIVILEGE TO ESSENTIAL PHOTOGRAPHY TO MAINTAIN AND USE SIGN ADJACENT TO 1443 WEST 103RD STREET.

A proposed ordinance to grant permission and authority to Essential Photography to maintain and use one sign adjacent to 1443 West 103rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to maintain and use canopies to

be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American Family Insurance -- for one canopy at 1447 West 103rd Street; and

Corrigan's Pub -- for one canopy at 3047 West 111th Street.

Referred -- CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT URGED TO CONDUCT PUBLIC HEARINGS ON ESTABLISHMENT OF NATIONAL IDENTITY VERIFICATION SYSTEM TO SAFEGUARD INTERNET USAGE.

Also, a proposed resolution urging the Committee on Economic, Capital and Technology Development to conduct public hearings to determine the feasibility of establishing national identity verification system to ensure safety of Internet usage by the public especially the young people, as social networking websites have become increasingly popular among users, and further, urging the federal government to increase funding to cities for such purpose, and the United States Congress to create a federal office dedicated to ensuring Internet safety for young people, which was *Referred to the Committee on Economic, Capital and Technology Development.*

Referred -- CITY COUNCIL COMMITTEE ON PARKS AND RECREATION URGED TO CONDUCT PUBLIC HEARINGS ON ESTABLISHMENT OF LOCAL PARK COUNCILS FOR PARK SITES.

Also, a proposed resolution urging the Committee on Parks and Recreation to conduct public hearings to determine the feasibility of creating Local Park Councils

for park sites that the City would utilize to establish a pilot program in the 19th Ward for twelve months, after which time said Committee and the Park District Board of Directors would evaluate the results of such pilot program for expansion throughout the city, which was *Referred to the Committee on Parks and Recreation.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

AJ Development L.L.C./Mr. Andre Johnson -- 5730 South Halsted Street;

Progress Construction/Mr. John Walkosz -- 6220 -- 6224 South Dorchester Avenue; and

South Kenwood L.L.C./Marian Avram -- 6537 South Kimbark Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN AND USE CANOPIES AT 4723 -- 4725 SOUTH ASHLAND AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Ashland Avenue Value Mart to maintain and use two canopies to

be attached or attached to the building or structure at 4723 -- 4725 South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward)
And OTHERS:

Referred -- ABOLITION OF OFFICE OF PROFESSIONAL STANDARDS AND CREATION OF CITIZENS REVIEW BOARD.

A proposed resolution, presented by Aldermen Troutman, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, T. Thomas, Coleman, Brookins, Chandler, Burnett, E. Smith, Mitts, Shiller and Moore, calling for the abolition of the Office of Professional Standards and the creation of Citizens Review Board to handle investigations of complaints by citizens against the members of the Chicago Police Department and further the establishment, of a blue ribbon committee to study and observe other municipalities that have adopted such citizens review boards, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Four proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Ashland & 79th Currency -- for one sign adjacent to 7901 South Ashland Avenue;

Jo Jo the Balloon Lady/Ball G -- for one sign adjacent to 1116 West 95th Street;

Racine 83rd Currency Exchange -- for one sign adjacent to 8260 South Racine Avenue; and

Rothschild Liquors -- for one sign adjacent to 1615 West 79th Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 8331 SOUTH HOLLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 8331 South Holland Avenue, which was *Referred to the Committee on Buildings.*

Presented For

ALDERMAN MUÑOZ (22nd Ward):

Referred -- EXEMPTION OF P A W S CHICAGO FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance, presented by Alderman Ocasio, providing PAWS Chicago with inclusive exemption, under its not-for-profit status, from all city fees related to the demolition, renovation, erection and maintenance of buildings within the 22nd Ward, including 3516 West 26th Street for a one year period not to exceed December 13, 2007, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Also, two proposed ordinances, presented by Alderman Ocasio, to grant permission and authority to the applicants listed to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chickies Drive-In -- for one sign adjacent to 2839 South Pulaski Road; and

Dollar Buster -- for one sign adjacent to 4300 West 26th Street.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, two proposed ordinances, presented by Alderman Ocasio, to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Falcon Body Shop, Carwash and Mechanical Repair -- 2426 -- 2430 South Kedzie Avenue; and

owner of property at 3220 West 26th Street.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders, presented by Alderman Ocasio, directing the

Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Ms. Luz Maria Bello -- 2527 South Homan Avenue;

Mr. Adan Izaguierre -- 2745 South Kildare Avenue;

Mr. Juan Mondragon -- 3025 South Kedvale Avenue;

Mr. Arturo Mota -- 4108 West 25th Street;

Mr. Librado Mota -- 3118 South Hamlin Avenue; and

Mr. Ismael Vela -- 2315 South Ridgeway Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND/OR MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders, presented by Alderman Ocasio, authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct and/or maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Envios De America, Incorporated -- for one canopy at 4048 West 26th Street;

Lolitas Flowers -- for two canopies at 4137 West 26th Street; and

Musicologia -- for one canopy at 3755 West 26th Street.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- EXEMPTION OF ELS CONSTRUCTION INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 5439 -- 5441 SOUTH ELSDON AVENUE.

A proposed ordinance to exempt ELS Construction Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5439 -- 5441 South Elsdon Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Tadeusz Czyszczon -- 6501 West 59th Street (Truck Number 1);

Mr. Tadeusz Czyszczon -- 6501 West 59th Street (Truck Number 2);

Mr. Ronald M. Kardosh -- 5152 South Mason Avenue;

Mr. John Munizzi -- 5147 South Lorel Avenue;

Mr. Abel Ocampo -- 4735 South Keating Avenue; and

Mr. Manuel Ramirez -- 4736 South Kedvale Avenue.

Presented For

ALDERMAN SOLIS (25th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances, presented by Alderman Ocasio, to grant permission and authority to the applicants listed to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Carms Snack Shop -- for one sign adjacent to 1057 West Polk Street; and

Saint's Alp Teahouse -- for two signs adjacent to 2131 South Archer Avenue.

Referred -- EXEMPTION OF RICHLAND GROUP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 309 -- 313 WEST 23RD STREET.

Also, a proposed ordinance, presented by Alderman Ocasio, to exempt Richland Group from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 309 -- 313 West 23rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND/OR MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders, presented by Aldermen Ocasio, authorizing the Director

of Business Affairs and Licensing to issue permits to the applicants listed to construct and/or maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Fruteria Morelia -- for one canopy at 1458 West 18th Street;

Mexico Food Mart, Inc. -- for two canopies at 1759 West 21st Street; and

Saint's Alp Teahouse -- for one canopy at 2131 South Archer Avenue.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. Erick Peterson -- to maintain and use one area for occupation of space adjacent to 2041 West Ferdinand Street;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 806 North California Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 811 North California Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 2601 West Chicago Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 2602 West Chicago Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use two trash containers adjacent to 2652 West Chicago Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 2703 West Chicago Avenue;

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 2801 West Chicago Avenue; and

West Town Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 2820 West Chicago Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

The Cigar Stop -- for one canopy at 527 North Ashland Avenue; and

Norwegian American Hospital -- for one canopy at 1051 North Richmond Street.

Presented By

ALDERMAN OCASIO (26th Ward) And ALDERMAN E. SMITH (28th Ward):

Referred -- CITY COUNCIL COMMITTEE ON HEALTH URGED TO CONDUCT PUBLIC HEARINGS ON DIABETES EPIDEMIC WITHIN CHICAGO.

A proposed resolution urging the Committee on Health to conduct public hearings on the results of a study on diabetes epidemic published in the December, 2006 issue

of the *Journal of Community Health*, and invite representatives from the City Department of Health, the Illinois Department of Public Health and the City Budget Department to testify on and discuss measures to be taken to control and prevent such epidemic, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Cheval Club Condominium Association -- to maintain and use one grease trap adjacent to 1426 North Orleans Street;

Subway -- to maintain and use one sign adjacent to 1000 West Washington Boulevard;

Victor Hotel -- to maintain and use a fence adjacent to 311 North Sangamon Street;

Victor Hotel -- to maintain and use one sign adjacent to 311 North Sangamon Street;

401 North Aberdeen Condominium Association -- to maintain and use six balconies adjacent to 401 North Aberdeen Street;

1222 West Madison Condominium Association -- to construct, install, maintain and use a building projection adjacent to 1222 -- 1224 West Madison Street; and

1222 West Madison Condominium Association -- to construct, install, maintain and use three structural projections adjacent to 1222 -- 1224 West Madison Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 800 WEST WASHINGTON BOULEVARD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to U S Cellular to construct, maintain and use five canopies to be attached or attached to the building or structure at 800 West Washington Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- GRANT OF PRIVILEGE TO C & P FRIED RICE 2 TO MAINTAIN AND USE SIGN ADJACENT TO 524 SOUTH LARAMIE AVENUE.

A proposed ordinance to grant permission and authority to C & P Fried Rice 2 to maintain and use one sign adjacent to 524 South Laramie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF AUSTIN CAR CREDIT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 5941 WEST NORTH AVENUE.

Also, a proposed ordinance to exempt Austin Car Credit, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5941 West North Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- GRANT OF PRIVILEGE TO BALTYK SHIPPING AND APPLIANCES TO MAINTAIN AND USE SIGN ADJACENT TO 5525 WEST BELMONT AVENUE.

A proposed ordinance to grant permission and authority to Baltyk Shipping and Appliances to maintain and use one sign adjacent to 5525 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Hispanic Housing Development Corporation -- 3939 -- 3959 West North Avenue and 1525 -- 1557 North Pulaski Road; and

Kozy Cyclery -- 3255 North Milwaukee Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use

canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Muebleria Matias -- for one canopy at 3708 West Diversey Avenue;

Polish Video, Inc. -- for one canopy at 5231 West Belmont Avenue; and

Ruby American's Furniture -- for one canopy at 4306 West Armitage Avenue.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4313 -- 4315 WEST FULLERTON AVENUE.

A proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Ace Glass & Aluminum to construct, maintain and use one canopy to be attached or attached to the building or structure at 4313 -- 4315 West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Alternative Health Group, L.L.C. -- to maintain and use one sign adjacent to 1834 -- 1836 West North Avenue;

Celebrity -- to maintain and use one sign adjacent to 1856 West North Avenue;

Flat Top Grill -- to maintain and use six light fixtures adjacent to 1400 West Belmont Avenue;

North Avenue Collection, L.L.C. -- to maintain and use one structural projection adjacent to 939 West North Avenue;

Tinajon Restaurant -- to maintain and use three light fixtures adjacent to 2054 West Roscoe Street;

US Equities Asset Management -- to maintain and use one structural projection adjacent to 939 West North Avenue;

Workroom -- to maintain and use one banner adjacent to 1906 West Belmont Avenue;

2417 North Clybourn, Inc. -- to maintain and use four light fixtures adjacent to 2417 North Clybourn Avenue; and

2417 North Clybourn, Inc. -- to maintain and use one sign adjacent to 2417 North Clybourn Avenue.

Referred -- EXEMPTION OF MR. JAMES JANN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, two proposed ordinances to exempt James Jann from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

3516 -- 3520 North Ashland Avenue; and

3536 -- 3540 North Ashland Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1036 NORTH HOYNE AVENUE.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Commissioners of Environment and Fire, the Director of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for the landmark property at 1036 North Hoyne Avenue, for demolition of an existing garage and construction of a new garage as well as construction of a new fire escape staircase, remodeling of kitchen and bathrooms and excavation of basement to an existing building, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, ten proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Banana Joe's -- for four canopies at 940 West Weed Street;

Bourbon -- for one canopy at 3244 North Lincoln Avenue;

Café Laguardia -- for four canopies at 2111 West Armitage Avenue;

Celebrity -- for one canopy at 1856 West North Avenue;

Chicagoland Distributors, Inc. -- for one canopy at 2293 North Clybourn Avenue;

Churchill Row Lofts Condominium Association -- for twelve canopies at 2111 West Churchill Street;

Ester Cleaners -- for one canopy at 1933 North Damen Avenue;

Halo For Men -- for one canopy at 1655 North Damen Avenue;

Workroom -- for one canopy at 1906 West Belmont Avenue; and

2417 North Clybourn, Inc. -- for one canopy at 2417 North Clybourn Avenue.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF J & J BUILDERS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 4141 NORTH KEDZIE AVENUE.

A proposed ordinance to exempt J & J Builders from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 4141 North Kedzie Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Bonifacio Aviles -- 4224 North Albany Avenue; and

Mr. Kyle Hememover -- 4116 North Spaulding Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 3038 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Cousin's Incredible Vitality to construct, maintain and use two canopies to be attached or attached to the building or structure at 3038 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 159 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 055 CONCERNING PURCHASE PRICE DISCOUNT FOR SWEAT EQUITY PROGRAM.

A proposed ordinance to amend Title 2, Chapter 159 of the Municipal Code of Chicago by the addition of new Section 055 which would allow any adjacent neighbor who maintains a city-owned parcel of vacant property for a period of at least five years to be eligible for a discount purchase price of the parcel in conjunction with the Sweat Equity Program, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1137 WEST 103RD STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Jo Jo the Balloon Lady/Ball G to construct, maintain and use one canopy to be attached or attached to the building or structure at 1137 West 103rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- GRANT OF PRIVILEGE TO M & I VARIEDADES TO CONSTRUCT, INSTALL, MAINTAIN AND USE SIGN ADJACENT TO 3701 WEST DIVERSEY AVENUE.

A proposed ordinance to grant permission and authority to M & I Variedades, to construct, install, maintain and use one sign adjacent to 3701 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 2920 WEST LYNDALE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Humberto Salgado to park his pickup truck and/or van at 2920 West Lyndale Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

El Pollo Loco -- for two canopies at 2715 North Milwaukee Avenue;

Jenny's Tu Nueva Imagen -- for one canopy at 3462 West Diversey Avenue; and

Mirna's Jewelry -- for one canopy at 2783 North Milwaukee Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- GRANT OF PRIVILEGE TO SMAKOWSKI BAKERY TO MAINTAIN AND USE SIGN ADJACENT TO 6744 WEST BELMONT AVENUE.

A proposed ordinance to grant permission and authority to Smakowski Bakery by Smakowski to maintain and use one sign adjacent to 6744 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 6936 WEST GRAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to

Doyle Signs, Inc. to install a sign/signboard at 6936 West Grand Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Gordy's Novelties -- for one canopy at 3441 North Harlem Avenue; and

Wilson & Associates Mortgage Corporation -- for one canopy at 3437 North Harlem Avenue.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST DIVISION STREET AS "ELDER ANTHONY P. RANDALL STREET".

A proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of the 5000 block of West Division Street, from North Lavergne Avenue to North Lawler Avenue, as "Elder Anthony P. Randall Street", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5812 WEST MONTROSE AVENUE.

A proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Zana Beauty Salon to construct, maintain and use one canopy to be attached or attached to the building or structure at 5812 West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF NORTH PARK UNIVERSITY FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing North Park University with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at various locations for one year period not to exceed December 31, 2007, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical

barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. Dan Cvejic -- 4169 -- 4177 West Cullom Avenue;

Mr. Phil Maniscalo -- 4846 North Elston Avenue; and

Palladinetti Properties and Development, L.L.C. -- 4020 West Montrose Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Doyle Signs, Inc. -- 6020 North Cicero Avenue;

ICON Identity Solutions -- 4010 West Lawrence Avenue (east elevation); and

ICON Identity Solutions -- 4010 West Lawrence Avenue (south elevation).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Produce -- for four canopies at 3500 West Lawrence Avenue; and

Workdog Productions -- for three canopies at 3935 North Pulaski Road.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 450 OF MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF PENALTY PROVISIONS CONCERNING ABATEMENT OF PUBLIC NUISANCES.

A proposed ordinance to amend Title 7, Chapter 28, Section 450 of the Municipal Code of Chicago by modification of penalty provisions for abatement of public nuisances initiated by the Departments of Environment or Streets and Sanitation at the Department of Administrative Hearings, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 022 (40.11) AND 023 (40.44) WHICH WOULD DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF WEST DEVON AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by the addition of new subsections 022 (40.11) and 023 (40.44) which would disallow the issuance of additional alcoholic liquor and package goods licenses, respectively, on portion of West Devon Avenue from North Ravenswood Avenue to North Broadway, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO FIRST EVANGELICAL FREE CHURCH OF CHICAGO TO MAINTAIN AND USE VAULT ADJACENT TO 5255 NORTH ASHLAND AVENUE.

Also, a proposed ordinance to grant permission and authority to First Evangelical Free Church to maintain and use one water valve vault adjacent to 5255 North Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 5145 NORTH CALIFORNIA AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to ICON Identity Solutions to install a sign/signboard at 5145 North California Avenue, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Soo Chun -- 5549 North Lincoln Avenue; and

Dan The Trie -- 5840 North Spaulding Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5357 NORTH ASHLAND AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Sunburst Flowers and Gifts to construct, maintain and use one canopy to be attached or attached to the building or structure at 5357 North Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

KDA -- for one sign at 7440 North Harlem Avenue; and

Taco Burrito King 4, Inc. -- for one sign at 5509 North Harlem Avenue.

Referred -- AMENDMENT OF ORDINANCES WHICH AUTHORIZED GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to amend ordinances passed by the City Council and printed in the *Journal of the Proceedings of the City Council of the City of Chicago* on the dates and page numbers indicated, which authorized grants of privilege on the public way to the applicants listed for various purposes, by changing the privilege numbers, which were *Referred to the Committee on Transportation and Public Way,* as follows:

October 4, 2006.

Page 88309:

by deleting the privilege number "105477 " and inserting in lieu thereof the privilege number "1054577" for Teaser's Pub; and

November 1, 2006.

Page 90167:

by deleting the privilege number "1055346" and inserting in lieu thereof the privilege number "1055377" for Inga Hair Studio, Ltd.

Referred -- CITY COUNCIL COMMITTEES ON FINANCE, HEALTH AND POLICE AND FIRE URGED TO CONDUCT JOINT HEARINGS ON INSURANCE COVERAGE OF ANNUAL MAMMOGRAPHY EXAMINATIONS FOR RETIRED POLICE.

Also, a proposed resolution calling on the Committee on Finance, the Committee on Health and the Committee on Police and Fire to conduct a joint hearing on mammography insurance coverage for retired police personnel and their spouses and further, urging the Committee on Finance to recommend on how annual mammography services can be provided for such retired police personnel and their spouses, which was *Referred to a Joint Committee comprised of the Committee on Finance, the Committee on Health and the Committee on Police and Fire.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the

applicants listed, under their not-for-profit status, for the erection and maintenance of buildings and fuel storage facilities at the locations specified, for a one year period not to exceed December 31, 2007, which were *Referred to the Committee on Finance,* as follows:

The Art Institute of Chicago, various locations;

Northwestern University/Chicago Campus, various locations; and

Rehabilitation Institute of Chicago, 345 East Superior Street.

Referred -- CORRECTION OF NOVEMBER 1, 2006 *JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF CHICAGO.*

Also, a proposed ordinance to correct the November 1, 2006 *Journal of the Proceedings of the City Council of the City of Chicago,* page 90063, by addition of new language to appear on the sixth printed line from the bottom of the page concerning the prohibition of parking at all times at 6147 South Narragansett Avenue (Disabled Parking Permit 50537), which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, sixteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Butch McGuire's, Inc. -- to maintain and use one sign adjacent to 20 West Division Street;

City Cat Doctor -- to maintain and use one sign adjacent to 600 North Wells Street;

Dan Management Corporation -- to maintain and use one hydraulic loading platform adjacent to 444 North Wabash Avenue;

Erie Café -- to maintain and use one sign adjacent to 536 West Erie Street;

ECD -- Great Street, L.L.C. -- to construct, install, maintain and use one sidewalk vault adjacent to 201 North State Street;

First Elysian Properties -- to construct, install, maintain and use five planter boxes adjacent to 11 East Walton Street;

Gruen Galleries -- to maintain and use two banners adjacent to 226 West Superior Street;

Ingre 600 NM, L.L.C. -- to maintain and use twenty-six planters adjacent to 600 North Michigan Avenue;

Johnny Rockets -- to maintain and use one sign adjacent to 901 North Rush Street;

Park Place Condominium Association -- to maintain and use thirty-three balconies adjacent to 600 North Kingbury Street;

Park Place Condominium Association -- to maintain and use one manhole adjacent to 600 North Kingbury Street;

Smart Technology Services, Inc. -- to construct, install, maintain and use one sign adjacent to 156 North Jefferson Street;

Ten East Delaware, L.L.C. -- to construct, install, maintain and use one bollard adjacent to 10 East Delaware Place;

Ten East Delaware, L.L.C. -- to construct, install, maintain and use thirteen caissons adjacent to 10 East Delaware Place;

Wacker GP, Inc. & TDC Canada, Inc. -- to construct, install, maintain and use one structural projection adjacent to 35 East Wacker Drive; and

550 St. Clair, Inc. -- to construct, install, maintain and use three planters adjacent to 550 North St. Clair Street.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED PALMET VENTURES, L.L.C. TO CONSTRUCT, INSTALL, MAINTAIN AND USE CANOPIES AT 161 WEST RANDOLPH STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on November 1, 2006 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* page 90308, which authorized Palmet Ventures, L.L.C. to construct, install, maintain and use two canopies over the public way attached to the structure located at 161 West Randolph Street by modification of the street address and dimensions of said canopies, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Prime Media, L.L.C. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

636 North Orleans Street -- one sign/signboard measuring 480 square feet; and

215 West Superior Street -- one sign/signboard measuring 750 square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Bistro 110 -- for one canopy at 110 East Pearson Street; and

111 West Illinois Street, L.L.C. -- for four canopies at 111 West Illinois Street.

Referred -- AUTHORIZATION FOR WAIVER OF AMUSEMENT TAX FEES FOR HARRIS THEATER OF MUSIC AND DANCES SPECIAL BENEFIT EVENTS.

Also, a proposed order authorizing the Director of the Department of Business Affairs and Licensing to waive the Amusement Tax fees for the Harris Theater of Music and Dances special benefit events to be held in Millennium Park at 205 East Randolph Street on various dates, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN NATARUS (42ND Ward) And ALDERMAN BANKS (36TH Ward):

Referred -- AMENDMENT OF TITLE 17, CHAPTER 4, SECTION 1000 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) CONCERNING FLOOR AREA BONUSES FOR AFFORDABLE HOUSING.

A proposed ordinance to amend Title 17, Chapter 4, Section 1000 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, which would establish basis for estimating land values for determining floor area bonuses for affordable housing and mandate the Commissioner of the Department of Planning and Development to be responsible for updating estimates of land values annually, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 17, CHAPTER 4, SECTION 1022 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY MODIFICATION OF ELIGIBILITY GUIDELINES FOR ADOPT-A-LANDMARK PROGRAM.

Also, a proposed ordinance to amend Title 17, Chapter 4, Section 1022 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, which would require landmarks eligible for adoption to be located on or within 1,200 feet of a proposed development site, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 17, CHAPTER 8, SECTION 0513 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY MODIFICATION OF LAND AREA OR UNIT COUNT THRESHOLD FOR LARGE RESIDENTIAL DEVELOPMENT WITHIN DOWNTOWN ZONING DISTRICTS.

Also, a proposed ordinance to amend Title 17, Chapter 8, Section 0513 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, which would increase the number of dwelling units to 300 for Large Residential Developments within D-10 Downtown Zoning District, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Housing Authority/Clark and Webster Apartments -- to maintain and use one fence adjacent to 2140 North Clark Street;

Chicago Housing Authority/Dickens and Burling Apartments -- to maintain and use two fences adjacent to 2111 North Halsted Street;

Chicago Housing Authority/Larrabee Apartments -- to maintain and use one fence adjacent to 1845 North Larrabee Street; and

1501 Dayton Properties, L.L.C. -- to maintain and use one bay window adjacent to 1501 North Dayton Street.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the City Clerk to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. William Higbee -- 1528 North Cleveland Avenue;

Mr. Jeffrey Johnson -- 1510 North Sedgwick Street;

Mr. David Smith -- 1512 North LaSalle Street; and

Mr. Michael Young -- 1544 North Sedgwick Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

America's Dog -- for five canopies at 2300 North Lincoln Avenue;

Clear Link -- for one canopy at 621 West Diversey Parkway; and

McDonald's Restaurant Number 14173 -- for one canopy at 1563 North Wells Street.

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANT OF PRIVILEGE TO CLARKE'S ON BELMONT TO MAINTAIN AND USE SIGN ADJACENT TO 903 WEST BELMONT AVENUE.

A proposed ordinance to grant permission and authority to Clarke's on Belmont, to maintain and use one sign adjacent to 903 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF BARRY PROPERTY, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 632 WEST BARRY AVENUE.

Also, a proposed ordinance to exempt Barry Property, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 632 West Barry Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Stephen Hutchinson -- 3253 North Clifton Avenue; and

Mr. Marcus L. Wright -- 3759 North Wilton Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2940 NORTH HALSTED STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Industrial Paint & Supply, Inc. to construct, maintain and use five canopies to be attached or attached to the building or structure at 2940 North Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 92 OF MUNICIPAL CODE OF CHICAGO WHICH WOULD FURTHER REGULATE APPLICATION, ISSUANCE PROCEDURES AND OPERATING REQUIREMENTS FOR MASSAGE ESTABLISHMENT LICENSES.

A proposed ordinance to amend Title 4, Chapter 92 of the Municipal Code of Chicago by further regulating application and issuance procedures and operating requirements for massage establishment licenses, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR REFUND OF RAFFLE LICENSE FEE FOR SAINT TARCISSUS CHURCH.

Also, a proposed order authorizing the Director of Revenue and the City Comptroller to refund the Raffle License fee for Saint Tarcissus Church located at 6020 West Ardmore Avenue, for the period beginning November 15, 2006 and ending November 15, 2007, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 6166 WEST HIGGINS AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Roselli's Rest, Inc., to construct, maintain and use one canopy to be attached or attached to the building or structure at 6166 West Higgins Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Housing Authority/Sheridan and Leland Apartments -- to maintain and use three fences adjacent to 4645 North Sheridan Road; and

Foster and Broadway Marathon -- to maintain and use one sign adjacent to 5156 North Broadway.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. Frank Alschuler -- 4927 North Kenmore Avenue;

Mr. Andy Kaczmarczyk -- 4717 North Kenmore Avenue; and

Mr. Stan Sloan -- 4635 -- 4637 North Beacon Street.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 4011 NORTH KENMORE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Jose Chessman to park his pickup truck and/or van at 4011 North Kenmore Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 4072 NORTH BROADWAY.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Public Storage to construct, maintain and use five canopies to be attached or attached to the building or structure at 4072 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Rules Suspended -- DECLARATION OF FIRST SUNDAY IN DECEMBER AS "TOYS FOR TOTS DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, 2006 marks the twenty-ninth anniversary of the Chicagoland Toys For Tots Motorcycle Parade which is the largest of its kind in the world; 2006 is also the fifty-ninth anniversary of the United States Marine Corps Toys For Tots program; and

WHEREAS, The United States Marine Corps Reserve coordinates the national Toys For Tots program with local units working in concert with communities and with recognized local social welfare agencies throughout the United States to customize each campaign to local needs; and

WHEREAS, Since 1978 the Chicagoland Toys For Tots Motorcycle Parade has conducted its annual event, first led by United States Marine Corps Veteran Ed "Aminal" Wisniewski and five other individuals. Eventually developing into a Chicagoland tradition involving tens of thousands of motorcyclists with many other donors, volunteer workers, corporations, small businesses, and officials of the private and public sector all donating their time, energies and monies towards making a joyful Christmas holiday for children and organizations in need in the Chicagoland area. Always the First Sunday in December; and

WHEREAS, On Sunday, December 3, 2006 hundreds of volunteers of the wonderful Chicagoland Toys For Tots Motorcycle Parade gathered at the Dan Ryan Woods Grove at 85th and Western Avenue on Chicago's south side whereby, they orchestrated this motorcade to The United States Marine Corps Reserve Center on Chicago's north side. They were led by the "Jolly Old Elf" and thousands of toy-bearing motorcyclists, to assist the United States Marine Corps Toys For Tots program. These brand new toys being delivered via motorcycles will eventually be distributed to needy children throughout Chicagoland in time for Christmas; and

WHEREAS, The leaders of this great City of Chicago join the volunteers of Chicagoland Toys For Tots Motorcycle Parade and the United States Marine Corps Reserve Toys For Tots program in the motto and sentiment that "Every Needy Child Deserves A Brand New Toy For Christmas"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirteenth day of December, 2006 call public attention to the Chicagoland Toys For Tots Motorcycle Parade's twenty-ninth anniversary and the United States Marine Corps Toys For Tots Program fifty-ninth anniversary and in that regard do hereby declare that the first Sunday in December be known as "Toys For Tots Day In Chicago".

Alderman Schulter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Schulter, seconded by Aldermen Balcer, Troutman, Ocasio, Reboyras and Suarez, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers,Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 47.30 WHICH RESTRICTED ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF WEST IRVING PARK ROAD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.30 which restricted the issuance of additional alcoholic liquor licenses on portion of West Irving Park Road, from North Ravenswood Avenue to North Damen Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF PRIOR ORDINANCE BY MODIFICATION OF EFFECTIVE DATE OF ORDINANCE CONCERNING ANIMAL CARE AND CONTROL.

Also, a proposed ordinance to amend the ordinance which amended Titles 4 and 7 of the Municipal Code of Chicago concerning animal care and control, passed by the City Council on July 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, pages 81829 -- 81845 by modification of the date when such ordinance would be in force and effect, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF PRIOR ORDINANCE BY MODIFICATION OF EFFECTIVE DATES OF ORDINANCE CONCERNING ANIMAL CARE AND CONTROL.

Also, a proposed ordinance to amend the ordinance which amended Titles 4 and 7 of the Municipal Code of Chicago concerning animal care and control, passed by the City Council on July 26, 2006 and published in the *Journal of the*

Proceedings of the City Council of the City of Chicago, pages 81829 -- 81845 by setting the effective date for the amended provisions of Sections 7-12-170 and 7-12-180 to be January 11, 2007 and the remainder of the ordinance to take effect on April 1, 2007, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO LITTLE FOX DAY CARE CENTER TO MAINTAIN AND USE SIGN ADJACENT TO 5014 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to grant permission and authority to Little Fox Day Care Center, to maintain and use one sign adjacent to 5014 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF CITY VIEW REAL ESTATE GROUP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 5008 -- 5012 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to exempt City View Real Estate from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5008 -- 5012 North Lincoln Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN M. SMITH (48th Ward):

Referred -- EXEMPTION OF BOYS & GIRLS CLUBS/ ROBERT R. MC CORMICK CLUB FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance, presented by Alderman Shiller, providing Boys & Girls Clubs/Robert R. McCormick Club with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at 4835 North Sheridan Road for a one year period beginning December 16, 2006 and ending December 15, 2007, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO CHICAGO HOUSING AUTHORITY/ WILLIAM CASTLEMAN APARTMENTS TO MAINTAIN AND USE FENCES ADJACENT TO 4945 NORTH SHERIDAN ROAD.

Also, a proposed ordinance, presented by Alderman Shiller, to grant permission and authority to Chicago Housing Authority/William Castleman Apartments to maintain and use two fences adjacent to 4945 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- AMENDMENT OF TITLE 18, CHAPTER 11 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF ACCESSIBLE MEANS OF EGRESS FOR BUILDINGS.

A proposed ordinance to amend Title 18, Chapter 11 of the Municipal Code of

Chicago by further regulation of accessible means of egress for buildings, which was *Referred to the Committee on Buildings.*

Referred -- GRANT OF PRIVILEGE TO UNIQUE FURNITURE TO CONSTRUCT, INSTALL, MAINTAIN AND USE SIGN ADJACENT TO 6222 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to grant permission and authority to Unique Furniture, to maintain and use one sign adjacent to 6222 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 6529 NORTH MOZART STREET.

Also, a proposed order directing the City Clerk to grant permission to Mircea K. Bricci to park his pickup truck and/or van at 6529 North Mozart Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN L. THOMAS (17th Ward):

New Birth Church -- for construction of expansion to the church building on the premises known as 1500 -- 1504 West 69th Street.

BY ALDERMAN RUGAI (19th Ward):

Commuter Rail Division of the Regional Transportation Authority -- for construction, renovation and maintenance of commuter parking lots at various locations (4).

BY ALDERMAN CAROTHERS (29th Ward):

Concerned Citizens Inc. -- for interior alteration to transitional shelter and to install new HVAC, electrical, plumbing and handicapped accessible ramp on the premises known as 321 North Mason Avenue.

Pleasant Ridge Missionary Baptist Church -- for building repair on the premises known as 116 South Central Avenue.

Westside Christian Center -- for building improvement on the premises known as 5620 -- 5622 West Chicago Avenue.

BY ALDERMAN MATLAK (32nd Ward):

Saint Nicholas Ukrainian Church -- for rehabilitation of church on the premises known as 2136 West Rice Street.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Loop Alliance -- for planter maintenance and watering of landscaped areas from 300 North State Street through 500 South State Street.

Michigan Avenue Streetscape Association -- for streetscape planter maintenance and watering of landscaped areas from 400 North Michigan Avenue through 1000 North Michigan Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN CAROTHERS (29th Ward):

Sarah's Inn, 5846 West Madison Street.

BY ALDERMAN REBOYRAS (30th Ward):

Midwestern Christian Academy of the Midwest Bible Church, 3465 North Cicero Avenue.

BY ALDERMAN MELL (33rd Ward):

Concordia Avondale Campus, 3300 North Whipple Street (3).

BY ALDERMAN NATARUS (42nd Ward):

National Asian Pacific Center on Aging, 122 South Michigan Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN TILLMAN (3rd Ward):

Ebenezer Baptist Church, 4501 South Vincennes Avenue -- annual inspection fees.

BY ALDERMAN DALEY (43rd Ward):

Gold Coast Neighbors Association, 1400 North Astor Street and 1301 North Astor Street -- compensation fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN RUGAI (19th Ward):

Sacred Heart Mission, 11652 South Church Street.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Sinai Congregation, 11--15 West Delaware Place.

BY ALDERMAN STONE (50th Ward):

Agudath Israel of America, 3540 West Peterson Avenue.

REFUND OF FEE:

BY ALDERMAN BURKE (14th Ward):

PFC Ted Stempien V.F.W. Post Number 8821, 4235 West 47th Street -- refund in the amount of $550.00.

BY ALDERMAN CAROTHERS (29th Ward):

Trinity Baptist Church, 1210 North Waller Avenue -- annual public place of assembly inspection fee.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

ALDERMAN LYLE (6th Ward):

Davis, Lillie M.

ALDERMAN SHILLER (46th Ward):

Campbell, Marilyn

Hoffman, Geraldine

ALDERMAN SCHULTER (47th WARD):

Cunningham, Frances A.

O'Connor, John M.

ALDERMAN STONE (50th Ward):

Shuster, Goldie

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 15, 2006)

The Deputy City Clerk submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago, Illinois* for the regular meeting held on Wednesday, November 15, 2006, at 10:00 A.M., signed by him as such Deputy City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Rules Suspended -- AMENDMENT OF CHAIRMANSHIP, VICE-CHAIRMANSHIP AND MEMBERSHIP OF STANDING COMMITTEES OF CITY COUNCIL FOR 2003 -- 2007 TERM.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

Be It Resolved, That the resolution identifying the Chairmen, Vice-Chairmen and members on standing committees of the City Council of the City of Chicago for the 2003 -- 2007 term is hereby amended by inserting the underscored language and deleting the struck-through language, as follows:

1. COMMITTEE ON AVIATION.

Levar (Chairman), ~~W. Beavers~~ Zalewski (Vice-Chairman), Haithcock, Olivo, Burke, ~~Murphy, Zalewski~~, Carothers, Mitts, Chandler, Ocasio, E. Smith, Suarez, Banks, Allen, Doherty.

2. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

~~W. Beavers~~ (Chairman), ~~Murphy~~ (Vice-Chairman), Haithcock, Tillman, ~~Stroger~~ Beale, Balcer, Olivo, Burke, T. Thomas, Coleman, Rugai, Troutman, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Suarez, Matlak, Mell, Austin, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

3. COMMITTEE ON BUILDINGS.

Stone (Chairman), ~~Murphy~~ L. Thomas (Vice-Chairman), Hairston, Beale, Pope, ~~L. Thomas~~ Reboyras, Burnett, E. Smith, Suarez, Matlak, Allen, Laurino, Shiller, M. Smith.

4. COMMITTEE ON COMMITTEES, RULES AND ETHICS.

Mell (Chairman), Burke (Vice-Chairman), Austin (Vice-Chairman), Ocasio (Vice- Chairman), Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, ~~W. Beavers, Stroger~~ D. Beavers, Harris, Lane, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, ~~Murphy,~~ Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

5. COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

Laurino (Chairman), Zalewski (Vice-Chairman), Flores, Lyle, Pope, Cárdenas, T. Thomas, Brookins, Colón, Banks, Mitts, Allen, Daley, Tunney.

6. COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

O'Connor (Chairman), Haithcock (Vice-Chairman), Tillman, Beale, Cárdenas, Coleman, Troutman, Muñoz, Solis, Ocasio, Burnett, Matlak, Laurino, Tunney.

7. COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

Rugai (Chairman), Coleman (Vice-Chairman), Preckwinkle, Beale, Pope, Balcer, Burke, Zalewski, Chandler, Ocasio, Austin, Mitts, Daley, Moore.

8. COMMITTEE ON FINANCE.

Burke (Chairman), O'Connor (Vice-Chairman), Haithcock, Tillman, Preckwinkle, ~~W. Beavers~~ L. Thomas, Matlak, Beale, Balcer, Cárdenas, Olivo, Coleman, ~~Murphy,~~ Rugai, Troutman, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Suarez, Mell, Austin, Banks, Allen, Laurino, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

9. COMMITTEE ON HEALTH.

E. Smith (Chairman), Burnett (Vice-Chairman), Tillman, Cárdenas, T. Thomas, Coleman, Solis, ~~Matlak~~ Harris, Mell, Austin, Colon, O'Connor, Shiller, Moore.

10. COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

Troutman (Chairman), Beale (Vice-Chairman), Flores, Preckwinkle, Rugai, Brookins, Chandler, O'Connor, Doherty, Natarus, Daley, M. Smith, Moore, Stone.

11. COMMITTEE ON HOUSING AND REAL ESTATE.

Suarez (Chairman), Troutman (Vice-Chairman), Tillman, ~~Stroger~~ Lane, Pope, Chandler, Ocasio, Reboyras, Mell, Austin, Banks, Natarus, Shiller, Stone.

12. COMMITTEE ON HUMAN RELATIONS.

Ocasio (Chairman), L. Thomas (Vice-Chairman), Hairston, ~~Stroger~~ Lane, Pope, Balcer, Rugai, Muñoz, Chandler, Solis, Mell, Colón, Tunney, Shiller.

13. COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

Schulter (Chairman), Haithcock (Vice-Chairman), Lyle, Olivo, T. Thomas, Coleman, ~~Murphy~~ Tunney, Zalewski, Reboyras, Banks, Doherty, Natarus, Shiller, M. Smith.

14. COMMITTEE ON PARKS AND RECREATION.

M. Smith (Chairman), Balcer (Vice-Chairman), Flores, Preckwinkle, Hairston, Lyle, Cárdenas, ~~L. Thomas~~ Lane, D. Beavers, Muñoz, Matlak, Mitts, Daley, ~~Tunney,~~ Schulter.

15. COMMITTEE ON POLICE AND FIRE.

Carothers (Chairman), Rugai (Vice-Chairman), Haithcock, ~~Stroger~~ Harris, D. Beavers, Pope, Balcer, Burke, ~~Murphy,~~ Troutman, Solis, Reboyras, Mitts, Laurino, Levar.

16. COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

Haithcock (Chairman), Pope (Vice-Chairman), Flores, Hairston, ~~Stroger, Beale,~~ Lane, Harris, D. Beavers, T. Thomas, L. Thomas, Brookins, ~~Carothers,~~ Colón, Daley, Tunney, Levar.

17. COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Natarus (Chairman), Doherty (Vice-Chairman), Lyle, ~~Stroger~~ Harris, Olivo, L. Thomas, Brookins, Zalewski, Mell, Colón, Levar, Schulter, M. Smith, Stone.

18. COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

Allen (Chairman), Austin (Vice-Chairman), Tillman, ~~W. Beavers~~ D. Beavers, Beale, Balcer, Rugai, Burnett, Carothers, Reboyras, Suarez, Doherty, Levar, Schulter.

19. COMMITTEE ON ZONING.

Banks (Chairman), E. Smith (Vice-Chairman), Olivo, Burke, L. Thomas, Troutman, Suarez, Matlak, Austin, Allen, Natarus, Daley, Schulter, Stone.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

PRESENCE OF VISITORS NOTED.

Alderman Stone, Vice-Mayor, called the City Council's attention to the presence of the following visitors:

Chicago Police Officer Daniel J. Markus, accompanied by his parents, Debra and Thomas, his brother, Charles, Assistant State's Attorney Sherry Dedore, and Chicago Police Department Captain Gerard Carroll;

members of Chicago Fire Department: Ambulance Company 4, Commander Jon Friedman and Paramedic Lon Cogley; Engine 28, Lieutenant Robert Markham, accompanied by his wife, Arletta, and his granddaughters, Guenevere and Kara McClory; Engineer Fernando De Avila, accompanied by his wife, Peggy, and his daughters, Michelle O'Day and Mia Malone; Firefighter/Emergency Management Technician Abel Rivera, accompanied by his wife, Evelyn; Firefighter/Emergency Management Technician James Gallagher, accompanied by his wife, Laura, his daughter, Grace, and his sons, Liam and Kyle;

members of "Chicagoland Toys For Tots Motorcycle Parade": Robert "Coach" Koczera, President, Santo Procenti, board-product., George Gora, Public Relations, and Captain Le, United States Marine Corps;

coaches and team members of Saint Rita of Cascia High School varsity football team, 2006 Class 7A State Champions: ninety team members along with Head Football Coach, Mr. Todd Kuska; Principal and President of Saint Rita High School, Father Thomas McCarthy; Athletic Director, Bob Conlon; Assistant Football Coaches, Mr. John Nee, Mr. Ray Bugal, Mr. Dan Schaller, and Terry Quinn;

coaches and team members of Brother Rice High School varsity football team 2006 City of Chicago Prep Bowl Champions: seventy team members along with Head Coach, Mr. Steve Nye, Assistant Coaches, Mr. Randy Bolin, Mr. Bill Green, Mr. Randy Johnson, Mr. Kevin Eickmann, Mr. Brian Hunt and Mr. Brian Wales, and Statistician Mr. Mike Minervini.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the thirteenth (13th) day of December, 2006, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the eleventh (11th) day of January, 2007, at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 45.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, January 11, 2007, at 10:00 A.M. in the Council Chambers in City Hall.

Miguel del Valle

MIGUEL DEL VALLE,
City Clerk.