

## Contract Summary Sheet

**Contract (PO) Number:** 15255

**Specification Number:** 59178

**Name of Contractor:** ERIE COOPERATIVE LTD, PRTNRSHP

**City Department:** DEPARTMENT OF HOUSING

**Title of Contract:** MULTI/TIF Interest Subsidy

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

\$1,000,000.00

**PO Start Date:** 8/3/2003

**PO End Date:** 12/31/2039

**Brief Description of Work:** MULTI/TIF Interest Subsidy

**Procurement Services Contact Person:** THOMAS DZIEDZIC

**Vendor Number:** 50069281

**Submission Date:** JUL 27 2007

DESIGNATION OF ERIE COOPERATIVE LIMITED PARTNERSHIP  
AS DEVELOPER, AUTHORIZATION FOR EXECUTION OF  
REDEVELOPMENT AGREEMENT AND CONVEYANCE  
OF PROPERTIES FOR KINZIE INDUSTRIAL  
CONSERVATION TAX INCREMENT  
REDEVELOPMENT PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, January 16, 2003.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with Erie Cooperative 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Moore, Stone -- 49.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") is a home rule unit of local government and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on June 10, 1998 and published at pages 70367 through 70500 in the *Journal of the Proceedings of the City Council* (the "*Journal*") of such date, a certain redevelopment plan and project (as amended, the "Plan") for the Kinzie Industrial Conservation Area Tax Increment 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 "T.I.F. Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at page 70499 and pages 70501 through 70510 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 (the "T.I.F. Ordinance") adopted by the City Council on June 10, 1998 and published at page 70509 and pages 70511 through 70520 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the T.I.F. Act as a means of financing certain Area redevelopment project costs (as defined in the T.I.F. Act) incurred pursuant to the Plan; and

WHEREAS, Erie Cooperative Limited Partnership, an Illinois limited partnership (the "Developer"), has previously acquired or is in the process of acquiring the six (6) parcels of real property described under the heading "Developer Parcels" on Exhibit A attached hereto and made a part hereof, all of which are located in the Area (such six (6) parcels, the "Developer Parcels"), and the Developer plans to acquire the twenty-four (24) parcels of real property described under the heading "City Parcels" on Exhibit A hereto, all of which are currently owned by the City and are located in the Area (such twenty-four (24) parcels, the "City Parcels", and together with the Developer Parcels, the "Property"), in connection with the

Developer's plan to construct eighteen (18) residential buildings on the Property (the "Project"); and

WHEREAS, The Developer has proposed to undertake the redevelopment of the Property in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including, but not limited to, the Developer's acquisition of the City Parcels, and the construction of the Project on the Property, to be financed in part by a portion of the incremental taxes, if any, deposited in the Kinzie Industrial Conservation Area Tax Increment Redevelopment Project 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; and

WHEREAS, Pursuant to Resolution 02-CDC-90 adopted by the Community Development Commission of the City (the "Commission") on September 24, 2002, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4-4(c) of the T.I.F. Act of its intention to enter into a negotiated sale with the Developer for the City Parcels, to provide tax increment financing assistance and negotiate a redevelopment agreement with the Developer for the Project, and to request alternative proposals for the sale and conveyance of the City Parcels and the redevelopment of the Property; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the sale of the City Parcels and 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 sale and conveyance of the City Parcels and the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution 02-CDC-90, the Commission has recommended that the City be authorized to sell and convey the City Parcels to the Developer and that the Developer be designated as the developer for the Project and that the City be authorized to negotiate, execute and deliver a redevelopment agreement with the Developer for the Project; 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.

**SECTION 2. Designation Of Developer And Approval Of Redevelopment Agreement.** The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act. The Commissioner of D.P.D. or a designee of the Commissioner of D.P.D., and the Commissioner of the City's Department of Housing ("D.O.H.") or a designee of the Commissioner of D.O.H., are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit B 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. The agreement on the part of the City to pay specified tax increment revenues derived from the Area to the Developer, as provided in Section 4 of the Redevelopment Agreement, pursuant to the Act, is hereby approved in all respects.

**SECTION 3. Conveyance Of City Parcels.** The City hereby approves the sale of the City Parcels to the Developer for the purchase price of One and no/100 Dollars (\$1.00) per parcel. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcels 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 which is comprised of the same principal parties of which the Developer is comprised.

**SECTION 4. 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 5. Inconsistent Provisions.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6. Effective Date.** This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".  
(To Ordinance)*

*Property Information.*

*Harold Washington Unity Cooperative.*

City Parcels:

Property Address	House Number (Assigned By City Department Of Buildings)	Permanent Index Number
3130 -- 3144 West Huron Street	3136 -- 3138 West Huron Street	16-12-100-035
3122 -- 3126 West Huron Street	3122 West Huron Street	16-12-101-018, -019
3114 -- 3116 West Huron Street	3116 West Huron Street	16-12-101-021, -022
710 -- 712 North Albany Avenue	3100, 3102, 3106, 3108, and 3110 West Huron Street <sup>(*)</sup>	16-12-101-033, -034
617 -- 629 North Kedzie Avenue	619 -- 627 North Kedzie Avenue	16-12-102-009, -010, -011
3134 -- 3136 West Ohio Street/600 -- 604 North Troy Street	3136 -- 3138 West Ohio Street	16-12-102-040, 16-12-102-039
3115 -- 3125 West Huron Street/645 -- 649 North Troy Street	3117 -- 3119 and 3123 -- 3125 West Huron Street/647 -- 649 North Troy Street	16-12-103-001, -002, -003, -004, 005, -006 -007, -008
3114 West Ohio Street	3120 -- 3122 West Ohio Street	16-12-103-025

## City Parcels:

Property Address	House Number (Assigned By City Department Of Buildings)	Permanent Index Number
636 -- 638 North Albany Avenue	636 -- 638 North Albany Avenue	16-12-103-032
624 -- 626 North Albany Avenue	626 -- 628 North Albany Avenue	16-12-103-035,-036

## Developer Parcels(\*\*):

Property Address	House Number (Assigned By City Department Of Buildings)	Permanent Index Number
718 -- 720 North Troy Street	718 -- 720 North Troy Street	16-12-100-028, -029
700 -- 708 North Albany Avenue	3100, 3102, 3106, 3108 and 3110 West Huron Street(*)	16-12-101-035, -036, -037
654 -- 656 North Albany Avenue	3103 -- 3105 West Huron Street	16-12-103-026

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(\*) These house numbers collectively correspond to the Developer Parcels identified as 700 -- 708 North Albany Avenue and the City Parcels identified as 710 -- 712 North Albany Avenue, collectively.

(\*\*) The following parcels are owned by the Developer, except for the parcel identified as 720 North Troy Street, which is to be acquired by the Developer.

(4)

210419

This document prepared by  
and when recorded return to:

Judith A. El-Amin  
Office of Corporation Counsel  
Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

Certified to be a true and correct copy of that original  
document recorded August 1, 2003,  
as Document # C32131C126 in the office of the  
Recorder of Deeds, Cook County, Illinois.

Date: 8-1-03

Title Services, Inc.  
By Paula Miller

### REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made as of July 1, 2003, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and its Department of Housing ("DOH"), and Erie Cooperative Limited Partnership, an Illinois limited partnership (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 authority to promote the health, safety and welfare of the City and its inhabitants, 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 (the "Act"), to finance the redevelopment of conservation and blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of 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 Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois, Designating the Kinzie Industrial Conservation Area Tax Increment 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 Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area." Collectively, these ordinances shall be referred to herein as the "TIF Ordinances." The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

Box 430



D. The Project: The Developer has previously acquired, or prior to the Closing Date will acquire, the six parcels of real property described on Exhibit B hereto under the heading “Developer Parcels,” all of which are located within the Redevelopment Area (such six parcels, the “Developer Parcels”). On the Closing Date, the Developer will purchase from the City through a negotiated sale the twenty-four parcels of real property described on Exhibit B hereto under the heading “City Parcels,” all of which are located within the Redevelopment Area (such twenty-four parcels, the “City Parcels,” and together with the Developer Parcels, the “Property”). All of the Property is currently vacant. The City will convey the City Parcels to the Developer for the price of \$1.00 per parcel. Within the time frames set forth in Section 3.01 hereof, the Developer will commence and complete construction of an 87-unit development to be known as the “Harold Washington Unity Cooperative” that will consist of eighteen buildings on twelve scattered sites in the four-square block area bordered by Kedzie Avenue, Albany Avenue, Chicago Avenue and Ohio Street (the “Project”). The 87 units will consist of 6 one-bedroom apartments, 27 two-bedroom apartments, 46 three-bedroom apartments and 8 four-bedroom apartments. All of the units will be affordable to households earning fifty percent (50%) or less of the median income for the City of Chicago, although households earning sixty percent (60%) or less of the median income for the City of Chicago will be eligible to apply for residency in the development. The development will include approximately 5 accessible and 20 adaptable units to accommodate people with disabilities. The buildings in the development will be brick and masonry construction; however, the two-story buildings in the development will be frame construction with a masonry facade. There will be a total of 88 parking spaces in the development. The Developer plans to operate the development as rental property during the first fifteen years of its existence, during which time the Developer will own the units in the development and will lease the units to residents. It is anticipated that at the end of the first fifteen years of the development, the Developer will convert the development from rental property to a co-operative structure by transferring ownership of the units to a co-operative corporation to be formed by the Developer. 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 or other City financing for the Project.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Kinzie Industrial Conservation Area Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the “Redevelopment Plan”) attached hereto as Exhibit C, as amended from time to time.

F. Lender Financing: The City acknowledges that other financing for the Project is to be provided as set forth in Exhibit D attached hereto (collectively, the “Lender Financing”). The terms of certain portions of the Lender Financing include requiring the Developer to enter into various occupancy and use restrictions including, but not limited to, the Regulatory Agreement (as defined below).

G. City Financing: Pursuant to the terms and conditions of this Agreement, the City

will pay or reimburse the Developer for the TIF-Funded Interest Costs (as defined below) from Available Incremental Revenues (the "City Funds") in the manner set forth in the TIF Ordinances (as defined below).

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 Paragraph B of the Recitals hereto.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Available Incremental Revenues" shall mean those Incremental Taxes deposited in the Incremental Taxes Fund attributable to the taxes levied on the Property, to the extent available, allocated by the City in each fiscal year and in the amounts set forth in Exhibit E hereto for payment of the TIF-Funded Interest Costs.

"Buildings" shall have the meaning set forth in Paragraph D of the Recitals hereto.

"Certificate" shall mean the Certificate of Completion described in Section 8 hereof.

"City Funds" shall have the meaning set forth in Paragraph G of the Recitals hereto.

"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 Paragraph A.2 of Exhibit D hereto.

"City Parcels" shall have the meaning set forth in Paragraph D of the Recitals hereto.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Corporation Counsel" shall mean City's Office of Corporation Counsel.

“Developer Parcels” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Employer(s)” shall have the meaning set forth in Section 11 hereof.

“Environmental Laws” shall mean the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, any so-called “Superfund” or “Superlien” law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

“Event of Default” shall have the meaning set forth in Section 16 hereof.

“FHA-Insured Loan” shall have the meaning set forth in Paragraph A.1 of Exhibit D hereto.

“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.

“First Mortgagee” shall mean Prairie Mortgage Company or the then holder of the FHA-Insured Loan if Prairie Mortgage Company is not then such holder.

“General Contractor” shall mean Humboldt Construction Company, an Illinois corporation.

“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.

“HUD” shall mean the United States Department of Housing and Urban Development.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the TIF Ordinances 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 Treasurer into the Incremental Taxes Fund.

“Incremental Taxes Fund” shall mean the Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area Special Tax Allocation Fund created pursuant to the TIF Ordinances.

“Lender Financing” shall have the meaning set forth in Paragraph F of the Recitals hereto.

“Lenders” shall mean the providers of the Lender Financing.

“MBE(s)” or minority-owned business enterprise shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

“Other Funds” shall mean those funds set forth in Paragraph B of Exhibit D.

“Plans and Specifications” shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by Landon Bone Baker Architects, Ltd.

“Project” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Project Budget” shall mean the budget for the Developer Project attached hereto as Exhibit F1.

“Project Costs” shall mean all of the costs incurred in connection with the Project.

“Property” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Regulatory Agreement” shall mean that certain Regulatory Agreement for Multifamily Housing Projects dated as of the date hereof and amendments thereto, if any, entered into between the Developer and HUD with respect to the Property.

“Surplus Cash” shall have the meaning ascribed to it in the Regulatory Agreement.

“Survey” shall mean a plat of an ALTA survey of the Property acceptable in form and content to the City and the Title Company.

“Term of the Agreement” shall mean the term commencing on the date of execution of this Agreement and ending the date on which the Redevelopment Area is no longer in effect.

“TIF-Funded Interest Costs” shall mean those costs which (i) are included within the definition of redevelopment project costs in Section 5/11-74.4-3(q) of the Act and are included in the Plan, and (ii) have the meaning set forth in Section 4.02 hereof.

“TIF Ordinances” shall have the meaning set forth in Paragraph C of the Recitals hereto.

“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, issued by the Title Company.

“WBE(s)” or women's business enterprise shall mean a business enterprise identified in the Directory of Certified Women's Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women's business enterprise.

### SECTION 3. THE PROJECT

#### 3.01 The Project.

(a) On the Closing Date, the City will convey the City Parcels to the Developer for the purchase price of \$1.00 per parcel. The Developer shall thereafter: (i) commence construction of the Project no later than ten business days after the Closing Date; and (ii) complete construction of the Project no later than 20 months after the Closing Date, subject to the provisions of Section 18.16 of this Agreement. The Project shall be carried out in accordance with the Plans and Specifications for the Project. In the event that HUD grants an extension of time for commencement or completion of construction of the Project, the Developer shall notify the City within five business days after receipt of notice of such extension and the foregoing dates shall be automatically extended accordingly.

(b) The City will convey the City Parcels by quitclaim deed subject to (i) standard exceptions in an ALTA title insurance policy, (ii) all general real estate taxes (provided, however, that the City agrees to use reasonable efforts to obtain the waiver of any delinquent or forfeited real estate tax liens on the Property, which, if not reasonably obtained by the City, shall entitle either the City or the Developer to decline to close this Agreement), (iii) all easements, encroachments, covenants and restrictions of record and not shown of record, and (iv) such other title defects and encumbrances as may exist (provided, however, that in the event the Title Company is unable or unwilling to remove or insure over said title defects and/or encumbrances at a cost which is reasonable and acceptable to the Developer, and provided further that it can be reasonably determined that said title defects and/or encumbrances will affect the intended use or marketability of the City Parcels by the Developer, then the Developer shall be entitled to decline to close this Agreement).

3.02 Plans and Specifications. The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and shall comply with all applicable state and local laws, ordinances and regulations. As of the date hereof, the Developer has delivered to DPD, and DPD has approved, the Plans and Specifications, a list of which are attached hereto as Exhibit G. The Developer has submitted also all such 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.

Any material amendment to the Plans and Specifications must be submitted to DPD for its approval.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, the Project Budget. The Developer hereby certifies to the City that (a) Lender Financing and Other Funds shall be sufficient to pay all Project Costs (including, initially, the TIF-Funded Interest Costs) and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer hereby represents to the City that the Lender Financing is (a) along with Other Funds and the City Funds, necessary to pay for all Project Costs and (b) available to be drawn upon to pay for certain Project Costs in accordance with the terms of the documents securing the Lender Financing.

3.04 Other Approvals. Construction of the Project and purchase of materials shall not commence until the Developer has obtained all permits and approvals required by state, federal or local statute, ordinance or regulation and the General Contractor has delivered to the Developer performance and payment bonds in the full amount of the construction contract.

3.05 Survey Updates. Upon DPD's request, the Developer shall provide three as-built Surveys to DPD reflecting improvements made to the Property.

3.06 Architect's Certificates and Periodic Reports. The Developer has contracted with Landon Bone Baker Architects, Ltd. (the "Developer's Architect") to act as its architect on the Project. The Developer's Architect shall provide the following documents to DPD:

(a) at the time of execution of this Agreement, an original executed Architect's Opening Certificate in the form attached hereto as Exhibit H-1;

(b) during construction of the Project on a monthly basis, a copy of AIA Form G-703, or a comparable form containing the same information as AIA Form G-703, and inspection reports; and

(c) upon completion of the Project, an original executed Architect's Completion Certificate in the form attached hereto as Exhibit H-2.

#### **SECTION 4. FINANCING FOR THE PROJECT COSTS**

4.01 Initial Financing for the Project. The Developer shall pay for all of the Project Costs, except the TIF-Funded Interest Costs, using the proceeds of the Lender Financing and Other Funds.

4.02 Reimbursement for TIF-Funded Interest Costs.

(a) The City hereby agrees to pay or reimburse the Developer from Available Incremental Revenues, if any, for a portion of the interest costs incurred by the Developer that will accrue on (i) the FHA-Insured Loan and (ii) the City Loan (collectively, the “TIF-Funded Interest Costs”) in each year and in the amounts set forth in Exhibit E hereto; provided, however, that in no event shall the amount payable by the City for TIF-Funded Interest Costs exceed the lesser of (x) the maximum amount specified in Section 4.04 or, (y) the lesser of:

(i) 30 percent of the annual interest costs on the Lender Financing incurred by the Developer with regard to the Project during that year, provided that, if there are not sufficient Available Incremental Revenues to make the payment pursuant to this subparagraph, then the amounts so due shall accrue and be payable when Available Incremental Revenues are available; or

(ii) 30 percent of the total (A) cost paid or incurred by the Developer on the Project, plus (B) redevelopment project costs (excluding any property assembly costs and relocation costs) incurred by the City pursuant to the Act.

(b) The amounts payable pursuant to Section 4.02(a) shall be paid by the City in accordance with this Agreement while the Lender Financing remains outstanding and so long as the TIF-Funded Interest Costs may, under the Act, be legally paid out of Available Incremental Revenues. The amounts payable pursuant to Section 4.02(a) shall be paid annually by the City to the First Mortgagee for distribution to the appropriate parties. The City will pay the First Mortgagee for the TIF-Funded Interest Costs for the Project upon submission by the First Mortgagee to DPD of an executed Requisition Form for TIF-Funded Interest Costs in the form attached hereto as Exhibit I. The Requisition Form for TIF-Funded Interest Costs shall be sent to DPD on or after November 1 of each year that payment is requested, and shall set forth the date for payment which shall be not less than 60 days from the date of its receipt by DPD. The City Comptroller shall pay, to the extent of any Available Incremental Revenues then available in the Incremental Taxes Fund, the amount requested in the Requisition Form for TIF-Funded Interest Costs within 60 days of its receipt; provided, that the amount so requested shall not exceed the maximum amount payable for such year as shown on Exhibit J attached hereto, plus any portion of such maximum amount for prior years that has not been paid as a result of insufficient funds. The First Mortgagee shall submit to DPD and the Department of Finance at the addresses specified in Section 17 copies of monthly invoices sent to the Developer by the First Mortgagee and a statement of interest accrued on the City Loan based on the Developer's most recent Financial Statements (or such other substantiating evidence as the City may accept) to evidence the accrual of such amounts for TIF-Funded Interest Costs. Upon the City's request, the First Mortgagee will provide any additional supporting documentation. Attached as Exhibit J is a schedule of maximum amounts which may be reimbursed as interest cost incurred by the Developer in accordance with the Redevelopment Plan and the limitations provided in Section 11-74.4-3(q)(11) of the Act.

4.03 Sufficiency of Available Incremental Revenues for TIF-Funded Interest Costs. It is hereby understood and agreed to by the Developer that the City does not make any representations that the amount of the Available Incremental Revenues will be sufficient to pay for or reimburse the Developer for any or all of the TIF-Funded Interest Costs.

4.04 Source of City Funds to Pay TIF-Funded Interest Costs. Subject to the terms and conditions of this Agreement, the City hereby agrees to reserve City Funds from the sources and in the amounts described directly below to pay TIF-Funded Interest Costs:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes Attributable to the Tax Parcels Comprising the Property	\$1,000,000

The Developer acknowledges and agrees that the City has committed to reserve only the Incremental Taxes attributable to the tax parcels comprising the Property and that the Developer has no right or claim to, and the City shall be free to otherwise reserve, pledge and commit to other redevelopment projects or financing, the Incremental Taxes attributable to the other tax parcels in the Redevelopment Area. The City acknowledges and agrees that the Developer shall have a first priority claim to the Available Incremental Taxes committed and reserved under this Section 4.04.

## SECTION 5. GENERAL PROVISIONS

5.01 DPD or DOH Approval. Any approval granted by DPD or DOH pursuant to this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other department of the City or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD or DOH pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

5.02 Other Approvals. Any DPD or 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 Sections 3.02 and 3.04 hereof.

5.03 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 construction of the Project indicating that partial financing is being 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.

5.04 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto, subject to any fee and/or cost waivers provided to the Developer by the City, if any.

5.05 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 and are of general applicability to other property within the City, subject to any fee waivers provided to the Developer by the City, if any.

## SECTION 6. CONDITIONS

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below:

6.01 Title Policy. On the Closing Date, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title to (or holding a leasehold interest in, as applicable) each site comprising the Property.

6.02 Survey. The Developer has furnished the City with a Survey of each site comprising the Property prior to the execution of this Agreement.

6.03 Insurance. The Developer, at its own expense, shall insure each site comprising the Property in accordance with Section 13 hereof.

6.04 Opinion of Developer's Counsel. The Developer shall furnish the City with an opinion of counsel upon the execution of this Agreement in the form as may be reasonably required by or acceptable to Corporation Counsel.

## SECTION 7. AGREEMENTS WITH CONTRACTORS

7.01 City Resident Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers"), 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 of Chicago 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

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

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago 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 other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. The Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DOH 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 other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioners of DPD and of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers 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 as evidenced by the (final) Certificate.

At the direction of DOH, affidavits and other supporting documentation will be required of the Developer and the other Employers to verify or clarify an employee's actual address when in doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the other Employers 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 Purchasing Agent) 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 and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or has 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 Chicago to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidenced by approved contract value for the actual contracts), shall be surrendered by the Developer and/or the other 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 employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable HUD regulations.

Nothing herein provided shall be construed to be a limitation upon the "Notice of 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 7.01 to be included in all construction contracts and subcontracts related to the Project.

7.02 Maintaining Records. On a monthly basis until completion of construction of the Project, the Developer shall provide to DOH reports in a form satisfactory to DOH evidencing its compliance with Section 7.01.

7.03 Other Provisions. Photocopies of all contracts or subcontracts entered into by the Developer in connection with the Project shall be made available to DOH and DPD upon request. The Developer has the right to delete proprietary information from such contracts or subcontracts, provided, however, that upon DOH's or DPD's request, the Developer shall make available such proprietary information for review by any authorized City representative.

## SECTION 8. COMPLETION OF CONSTRUCTION

**8.01 Certificate of Completion.** Upon completion of the construction of the Project and related redevelopment activities constituting the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate 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.

**8.02 Effect of Issuance of Certificate; Continuing Obligations.** The Certificate relates only to the construction of the Project and related redevelopment activities constituting 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 9.02 and 9.12 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. 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 18.14 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

**8.03 Failure to Complete.** If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) subject to the provisions of Section 16.02, 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 the Project and to pay for its costs out of City Funds or other City monies. In the event that the aggregate cost of completing the Project exceeds the amount of City Funds available, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such work in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

8.04 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 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

The Developer represents, warrants and covenants to the City as follows:

9.01 General. The Developer represents, warrants and covenants 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 every 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 partnership action and will not violate its partnership agreement as amended and supplemented, any applicable provision of law, or constitute a material 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 pursuant to the terms of this Agreement, including Section 18.14 hereof, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, subject to those matters shown in the Title Policy. The Developer may make application to HUD for a Transfer of Physical Assets in accordance with paragraph R-9 of the HUD-Required Provisions Rider attached hereto;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the Developer's knowledge, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;

(f) the Developer shall obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct, complete and operate its business at the Property;

(g) the Developer is not aware of any 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 which would materially affect its ability to perform hereunder;

(h) the Financial Statements when submitted will be, complete and correct in all material respects and will accurately present the assets, liabilities, results of operations and financial condition of the Developer; and

(i) the Developer is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws and that the Property is suitable for its intended use.

9.02 Covenant to Redevelop. The Developer shall redevelop the Property substantially in accordance with the Agreement and all Exhibits attached hereto, the TIF Ordinances, 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 Project, the Property and/or the Developer, including specifically, but without limitation, the affordability requirements set forth in Recital D. The covenants set forth in this Section 9.02 shall run with the land and be binding upon any transferee of the Property.

9.03 Redevelopment Plan. The Developer represents that the Project shall be in compliance with all of the terms of the Redevelopment Plan.

9.04 Use of Available Incremental Revenues. Available Incremental Revenues disbursed to, or on behalf of, the Developer shall be used solely to pay or reimburse the Developer for the TIF-Funded Interest Costs as provided in this Agreement.

9.05 Arms-Length Transactions. Unless DPD and DOH shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the City Funds, directly or indirectly, through reimbursement of the Developer pursuant to Section 4 or otherwise, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Interest Costs. The Developer shall provide information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon DPD's request, prior to any such disbursement.

9.06 Conflict of Interest. The Developer represents and warrants that no member, official or employee of the City, or member of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City in connection with the Project, owns or controls (or has owned or controlled) any interest, direct or indirect, in the Developer's business or the Property.

9.07 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.

9.08 Financial Statements. The Developer shall maintain and provide to DPD its Financial Statements at the earliest practicable date but no later than 120 days following the end of the Developer's fiscal year, each year for the Term of the Agreement.

9.09 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to perform its obligations under this Agreement.

9.10 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. Upon the City's request, the Developer shall provide copies of any documentary evidence of compliance of such laws which may exist, such as, by way of illustration and not limitation, permits and licenses.

9.11 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 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 any 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.

9.12 Real Estate Provisions.

(a) 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, or appear to 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, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes. The Developer shall 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 Developer shall have the right to challenge real estate taxes applicable to the Property 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 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 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. 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 paid to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, City, in its sole discretion, may require the Developer to submit to City audited Financial Statements at the Developer's own expense. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 9.12(b) below.

(b) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum equalized assessed value of the Property ("Minimum Equalized Assessed Value") anticipated to be necessary to generate Incremental Taxes sufficient to pay the TIF-Funded Interest Costs is shown on Exhibit K attached hereto 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. During the Term of the Agreement, the Developer, or any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, may apply to the Office of the Assessor of Cook County for Class 9 designation (and for any renewals thereof) for the Property and the Project. Unless DPD shall have given its prior written consent thereto, 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 the Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) other than the Class 9 designation authorized in this paragraph, for any year that this Agreement is in effect.



(iii) No Reduction in Equalized Assessed Value. Unless DPD shall have given its prior written consent thereto, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of the Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the equalized assessed value of all or any portion of the Property or the Project below the amount of the Minimum Equalized Assessed Value as shown in Exhibit K.

(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 City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project to an amount not greater than the Minimum Equalized Assessed Value.

(c) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 9.12 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the date of execution of the Agreement. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferee 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, 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 subject to such covenants and restrictions.

9.13 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 9 or 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 be in effect throughout the Term of the Agreement.

## **SECTION 10. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY**

10.01 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, and covenants that: (a) the Incremental Taxes Fund will be established, (b) the Incremental Taxes will be deposited therein, and (c) such funds shall remain available to pay the City's obligations under Sections 4.02 and 4.04 as the same become due, as long as the TIF-Funded Interest Costs continue to be payable from Available Incremental Revenues under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of

10.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 10 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 11. EMPLOYMENT OPPORTUNITY

The Developer and its successors and assigns hereby agree, and shall contractually obligate its or their contractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of the Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, ch. 2-160, Section 2-160-010 et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability; sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: 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.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with 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. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-

420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 11, during the course of construction of the Project, at least the following percentages of the MBE/WBE Project Budget attached hereto as Exhibit F-2 shall be expended for contract participation by minority-owned businesses (“MBEs”) and by women-owned businesses (“WBEs”):

- a. at least 25 percent by MBEs;
- b. at least 5 percent by WBEs.

Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as 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 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 11.

The Developer shall deliver monthly reports to DPD 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 DPD 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 DPD 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.

Upon the disqualification of any MBE or WBE General Contractor or Subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 11 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Prior to the commencement of the Project, the Developer shall be required to meet with the monitoring staff of DOH with regard to the Developer's compliance with its obligations under this Section 11. The General Contractor and all major Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 11, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall submit the documentation required by this Section 11 to the monitoring staff of DOH. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 11, 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 hereunder, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payments to, or on behalf of, the Developer, or (3) seek any other remedies against the Developer available at law or in equity.

(e) The Developer will include the foregoing provisions in every contract entered into in connection with the Project and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or Affiliate, as the case may be.

## **SECTION 12. 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, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold 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 City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by

any Environmental Laws, or any actual or asserted liability or obligation of City or Developer or any of its subsidiaries under any Environmental Laws relating to the Property. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

### SECTION 13. INSURANCE

The Developer shall procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of the Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least 10 business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:
  - (i) Workers' Compensation and Occupational Disease Insurance  
Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.
  - (ii) Commercial Liability Insurance (Primary and Umbrella)  
Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.
- (b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:
  - (i) Workers' Compensation and Occupational Disease Insurance  
Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or

illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage.

(iv) All Risk Builders Risk Insurance

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

(v) Professional Liability

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of \$1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions

Upon DPD's request, the Developer shall provide DPD with copies of insurance policies or certificates evidencing the coverage specified above. If the Developer fails to obtain or maintain any of the insurance policies required

under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

The Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

The City maintains the right to modify, delete, alter or change the provisions of this Section 13 upon receipt of HUD's prior written consent and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 13 beyond that which is reasonably customary at such time.

#### **SECTION 14. 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 (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 contractors or materialmen in connection with the Project, or (iii) the

existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

## **SECTION 15. MAINTAINING RECORDS/RIGHT TO INSPECT**

15.01 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, 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.

15.02 Inspection Rights. Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

## **SECTION 16. DEFAULT AND REMEDIES**

16.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Sections 16.03 and 18.16, 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 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 consented to by the City, 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 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 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 30 days after such entry without a stay of enforcement or execution;

(h) a change in the Developer's general partner, addition of a general partner or sale or other transfer of all or a controlling interest in the ownership of the general partner without DPD's prior written consent; or

(i) a change in the ownership of the Project without DPD's prior written consent.

16.02 Remedies. (a) Subject to the provisions of paragraph (b) of this section, upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both, provided, however, that the City shall not obtain a lien against the Property. Any monetary remedies, including but not limited to judgments, are payable from distributable Surplus Cash only.

(b) Notwithstanding any other provision in this Agreement, the City shall not terminate this Agreement or suspend disbursement of the City Funds upon the occurrence of an Event of Default unless (i) foreclosure proceedings have been commenced under the mortgage securing the FHA-Insured Loan or a deed in lieu of such foreclosure has been executed and delivered or (ii) HUD consents to such termination or suspension of disbursement.

16.03 Curative Period. In the event the Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer shall have failed to perform such covenant within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not reasonably capable of being cured within such 30-day period, if the Developer has commenced to cure the alleged default within such 30-day period and thereafter continues diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Developer to the City delivered during such 30-day period, and upon further written request from the Developer to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided, further, that such default is cured in any event within 120 days of the date of the Developer's receipt of a written default notice.

16.04 Right to Cure by Lenders. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Lenders and the Lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, the Lenders may cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the Lenders of such notice from the City; and

(b) if the Event of Default is of a non-monetary nature, the Lenders shall have the right to cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt by the Lenders of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Lenders within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the Lenders continue diligently to pursue the cure of such default and, if possession of the Project is necessary to effect such cure, the Lenders have instituted appropriate legal proceedings to obtain possession.

## 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 or facsimile mail, return receipt requested.

If to 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

and: Department of Finance  
City of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60602  
Attn: City Comptroller

If to Developer: Erie Cooperative Limited Partnership  
c/o Bickerdike Redevelopment Corporation  
2550 W. North Avenue  
Chicago, Illinois 60647

and: Prairie Mortgage Company  
819 S. Wabash, Suite 508  
Chicago, Illinois 60605  
Attention: Kenneth B. Marshall

and: U.S. Department of Housing and Urban Development  
Chicago Regional Office, Region V  
77 West Jackson Boulevard  
Chicago, Illinois 60604  
Attn: Director of Multifamily Housing  
HUD Project No: 071-32140

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 business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two business days following deposit in the mail.

## SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

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.

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 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City or DPD, or any matter is to be to the City's or DPD's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or DPD in writing and in its reasonable discretion thereof. The Commissioner of DPD or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. At any time during the term of the Agreement, the Developer may assign this Agreement, with the City's prior written consent, to an entity which acquires the Property pursuant to paragraph R-9 of the HUD-Required Provisions Rider attached hereto or to the Lenders provided that such assignee continues to operate the Property and the Project for the same purpose for which it is currently used and operated. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with all applicable City ordinances and is otherwise qualified to do business with the City.

18.15 Binding Effect. This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns. The provisions of this Agreement pertaining to the obligations of the City shall be binding upon the City.

18.16 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, 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 quantity 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 respective obligations hereunder.

18.17 HUD Rider. The document entitled “HUD-Required Provisions Rider” attached hereto is hereby incorporated into this Agreement as if fully set forth herein and shall remain a part of this Agreement so long as the Secretary of HUD or his/her successors or assigns, are the insurers or holders of the Mortgage Note (as defined in the HUD-Required Provisions Rider). Upon such time as HUD is no longer the insurer or holder of the Mortgage Note or such time as the Mortgage Note is paid in full, the parties hereto agree that the HUD-Required Provisions Rider shall no longer be a part of this Agreement.

18.18. No Business Relationship with City Elected Officials. Pursuant to 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 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to any of the Loan Documents, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Redevelopment Agreement and the transactions contemplated thereby. 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 the Redevelopment Agreement or the transactions contemplated thereby.



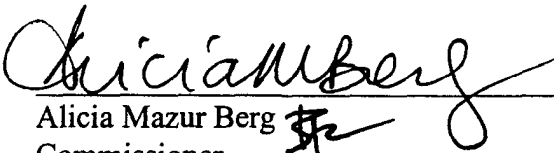
IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ERIE COOPERATIVE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: BRC AFFILIATE, INC., an Illinois not-for-profit  
corporation and its sole general partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Planning and Development

By:   
Alicia Mazur Berg  
Commissioner

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Housing

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_



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.

ERIE COOPERATIVE LIMITED PARTNERSHIP,  
an Illinois limited partnership

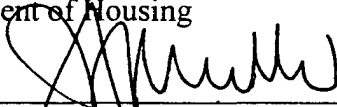
By: BRC AFFILIATE, INC., an Illinois not-for-profit  
corporation and its sole general partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Planning and Development

By: \_\_\_\_\_  
Alicia Mazur Berg  
Commissioner

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Housing

By:  \_\_\_\_\_  
Its: CDM 14/07/07 on \_\_\_\_\_  
Name: John Markowski \_\_\_\_\_

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK     )

I, DIANE N. MARSHALL, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joy ALUGNATE, personally known to me to be the SECRETARY/TREASURER of BRC Affiliate, Inc., 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 31st day of July, 2003 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 Erie Cooperative Limited Partnership, for the uses and purposes therein set forth.

*Diane N. Marshall*  
Notary Public

My commission expires 8/15/04  
(SEAL)



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, Yolanda Quesada, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alicia Mazur Berg, 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 1st day of August, 2003 in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Yolanda Quesada  
Notary Public

My commission expires 8-17-2005

(SEAL)



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, Ricky Knight, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Johannes Mankowski 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 31st day of July, 2003 in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Ricky Knight  
Notary Public

My commission expires \_\_\_\_\_

(SEAL)



## HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Redevelopment Agreement (the "Document"), dated as of July 1, 2003, entered into by Erie Cooperative Limited Partnership, an Illinois limited partnership, its successors and assigns (the "Owner") and the City of Chicago, an Illinois municipal corporation, its successors or assigns (the "Subordinate Lender") relating to the property described in Exhibit B to the Document in the Humboldt Park neighborhood of Chicago, Illinois. In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; the term "FHA" shall mean the Federal Housing Administration, an organizational unit of HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured Mortgage Note (as defined below) for the Project (Project No. 071-32140):

- A. Commitment for Insurance of Advance, dated April 4, 2003, as amended, issued by the Secretary of HUD to Prairie Mortgage Company ("Mortgagee");
- B. Building Loan Agreement, dated July 1, 2003, between the Owner and Mortgagee;
- C. Mortgage Note, dated July 1, 2003, made by the Owner payable to the order of Mortgagee in the principal amount of \$851,400 ("Note A") and Mortgage Note, dated July 1, 2003 made by the Owner payable to the order of Mortgagee in the principal amount of \$514,100 ("Note B") (Notes A and B are collectively and individually referred to as the "Mortgage Note");
- D. Mortgage, dated July 1, 2003, made by the Owner in favor of Mortgagee and encumbering the Project as security for the said Mortgage Note (the "Mortgage");
- E. Security Agreement (Chattel Mortgage), dated July 1, 2003, between the Owner, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;
- F. Financing Statements made by the Owner, as debtor, in favor of Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;
- G. Regulatory Agreement, dated July 1, 2003 between the Owner and HUD (the "HUD Regulatory Agreement");

- H. Assignment of Contracts and Documents from the Owner to Mortgagee dated July 1, 2003; and
- I. Assignment of Rents and Leases from the Owner to Mortgagee dated July 1, 2003.
- R-1 Notwithstanding anything in the Document to the contrary, the provisions of the Document are subordinate to all applicable federal statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements, except those HUD mortgage insurance regulations, related HUD directives and administrative requirements which have been waived in writing by HUD with respect to the Project. The provisions of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any conflict between the Document and the provisions of any applicable federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control, unless waived in writing by HUD with respect to the Project.
- R-2 Failure on the part of the Owner to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Project.
- R-3 Compliance by the Owner with the provisions and covenants of the Document and enforcement of the provisions or covenants contained in the Document, including, but not limited to, any indemnification provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of the Project, the proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as that term is defined in the HUD Regulatory Agreement).
- R-4 No amendment to the Document made after the date of the HUD initial endorsement of the Mortgage Note shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon the Subordinate Lender unless the Subordinate Lender has consented thereto in writing.
- R-5 Unless waived in writing by HUD with respect to the Project, any action prohibited or required by HUD pursuant to applicable federal law, HUD regulations, HUD directives and administrative requirements or the HUD/FHA

Loan Documents, shall supersede any conflicting provision of the Document, and the performance or failure to perform of the Owner in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.

R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Owner shall not and is not permitted to pay any amount required to be paid under the provisions of the Document except from distributable Surplus Cash, as such term is defined in, and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless otherwise specifically permitted in writing by HUD.

R-7 In the event of the appointment by any court of any person, other than HUD or the Mortgagee, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, profits, or contracts contained in the Document (if any), with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of the Document, except from distributable Surplus Cash in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD/FHA Loan Documents.

R-8 A duplicate of each notice given, whether required or permitted to be given, under the provisions of the Document shall also be given to:

Department of Housing and Urban Development  
77 West Jackson Blvd.  
Chicago, Illinois 60604  
Attention: Director of Multi-Family Housing  
Project No. 071-32140

HUD may designate any further or different addresses for duplicate notices.

R-9 Notwithstanding anything in the Document to the contrary, the Owner and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof, provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. Notwithstanding anything in the Document to the contrary, the Owner may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies. A duplicate copy of such application shall be served on the Subordinate Lender. Within 90 days

after such service, the Subordinate Lender shall serve written notice of its approval of such transfer, or of its requirements for approval of such transfer, on HUD, the Mortgagee and the Owner. No such transfer shall occur or be effective until the Subordinate Lender's requirements shall have been satisfied. In the event the Subordinate Lender fails to serve such notice on HUD, the Mortgagee and the Owner within said time, then any consent by HUD to such transfer shall be deemed to be the Subordinate Lender's prior written consent to such transfer and consummation of such transfer shall not be a default under the Document.

- R-10            The covenants contained in the Document shall automatically terminate in the event of a deed in lieu of foreclosure, of any mortgage insured or held by HUD with respect to the Project, or any portion thereof. Upon such termination, the Subordinate Lender shall furnish to HUD and the Mortgagee such releases and other documentation as HUD or the Mortgagee shall deem necessary or convenient to confirm or evidence such termination.
- R-11            Notwithstanding anything in the Document to the contrary, the provisions of this HUD Required Provisions Rider are for the benefit of and are enforceable by HUD and the Mortgagee.





Executed as of the date set forth above.


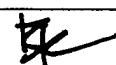
ERIE COOPERATIVE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: BRC AFFILIATE, INC.  
Its: General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

The foregoing HUD-Required Provisions Rider is hereby acknowledged and consented to by the undersigned as of the 1st day of July, 2003.

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Planning and Development

  
By: Alicia Mazur Berg, Commissioner 

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Housing

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

Executed as of the date set forth above.

ERIE COOPERATIVE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: BRC AFFILIATE, INC.  
Its: General Partner

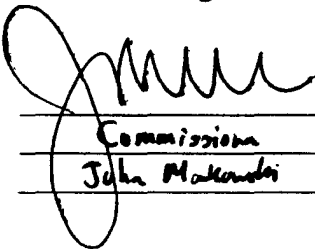
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

The foregoing HUD-Required Provisions Rider is hereby acknowledged and consented to  
by the undersigned as of the 1st day of July, 2003.

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Planning and Development

\_\_\_\_\_  
By: Alicia Mazur Berg, Commissioner

CITY OF CHICAGO, ILLINOIS, acting by and through its  
Department of Housing

By:   
Its: Commissioner  
Name: John Makowski

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE KINZIE INDUSTRIAL CONSERVATION REDEVELOPMENT PROJECT AREA**

A tract of land comprised of parts of the southeast and southwest quarters of Section 1, part of the southeast quarter of Section 2, parts of the northeast and southeast quarters of Section 11 and parts of the northeast, northwest, southeast and southwest quarters of Section 12, all in Township 39 North, Range 13 East of the Third Principal Meridian, together with parts of the northeast, northwest, southeast and southwest quarters of Section 7, parts of the northeast, northwest, southeast and southwest quarters of Section 8, and parts of the northwest and southwest quarters of Section 9, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

beginning at the intersection of the west line of North Union Avenue with the north line of West Lake Street, in Section 9 aforesaid; thence west along said north line of West Lake Street to the west line of North Peoria Street; thence south along said west line of North Peoria Street to the north line of West Washington Street; thence west along said north line to the east line of North Carpenter Street; thence north along said east line, and said east line extended north, crossing West Randolph Street as widened, to an intersection with the eastward extension of the north line of said widened street; thence west along said eastward extension and along said north line and said north line extended west, crossing said North Carpenter Street, North Aberdeen Street and North May Street, to an intersection with the northward extension of the west line of said North May Street; thence south along said northward extension, and along said west line and said west line extended south, crossing said West Randolph Street and the 14.5 foot wide east/west alleys in the subdivision of Blocks 44 and 45 of Carpenter's Addition to Chicago, to the south line of the south alley; thence west along said south line and along said south line extended west, to the east line of North Racine Avenue; thence south along said east line to an intersection with the eastward extension of the aforementioned north line of West Washington Boulevard; thence west along said eastward extension and along the north line, and said north line extended west, crossing said North Racine Avenue, to the east line of North Willard Court; thence north along said east line to an intersection with the eastward extension of the south line of the 15 foot wide east/west alley in S.S. Hayes' Subdivision of Block 1 in Wright's Addition to Chicago; thence west along said eastward extension and along said south line to an intersection with the southward extension of the east line of North Elizabeth Street; thence north along said southward extension, and along said east line, crossing said 15 foot wide alley, to an intersection with the eastward extension of the south line of the 20 foot wide east/west alley in the Assessor's Division of parts of Blocks 4 and 5 in Wright's Addition to Chicago; thence west along said eastward extension, and along said south line, crossing North Elizabeth Street aforesaid, to the east line of North Ada Street; thence south along said east line to an intersection with the eastward extension of the south line of the 18 foot wide east/west alley in Malcom McNeil's Subdivision of Blocks 6, 7 and 8 of Wright's Addition, aforesaid;

thence west along said eastward extension and along said south line, to the east line of North Loomis Street; thence south along said east line to an intersection with the eastward extension of the south line of the 10 foot wide east/west alley lying north of and adjacent to Lots 16 through 19, inclusive, in Union Park Addition to Chicago, a subdivision of Lots 5 and 6 in the Circuit Court Partition of the southwest quarter of Section 8 aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing North Loomis Street and the 16 foot wide north/south alley in Union Park Addition, to an intersection with the southwestward extension of the northwesterly line of the 18 foot wide southwest/northeast alley southeasterly of and adjacent to Lots 1 through 6 in Webster's Subdivision of Lots 6 through 15, inclusive, of Block 2 of Union Park Addition; thence northeasterly along said southwestward extension and along said northwesterly line, to the northeasterly corner of Lot 1 in said subdivision; thence northwesterly along the northeasterly line of said Lot 1 and along said line extended northwesterly, crossing North Ogden Avenue, to the northwesterly line of said avenue; thence northeasterly along said northwesterly line, to the southwesterly line of West Randolph Street; thence northwesterly along said southwesterly line to the south line of West Lake Street; thence west along said south line to the east line of North Ashland Avenue as widened; thence westerly, crossing said avenue as widened, and passing into Section 7 aforesaid, to the intersection of the present west line of said avenue with the south line of West Lake Street as widened; thence west along said south line, and along said south line extended west, crossing the 14 foot wide vacated north/south alley in Taylor's Subdivision of Lots 1, 2 and 3 in Block 49 of the Canal Trustees' Subdivision of Section 7, North Paulina Street and North Hermitage Avenue, to an intersection with the west line of said avenue; thence north along said west line to the south line of West Lake Street; thence west along said south line, and said south line extended west, crossing North Wood Street, North Wolcott Avenue, North Damen Avenue, North Hoyne Avenue, North Leavitt Street, and North Oakley Boulevard, to the east line of North Western Avenue as widened; thence westerly, passing into Section 12 aforesaid, to the intersection of the present west line of North Western Avenue with the south line of West Lake Street; thence west along south line, crossing the 16 foot wide north/south alley in the subdivision of the north half of Block 4 of Morgan's Subdivision of that part north of West Washington Street of the east 33.81 acres of the south half of the southeast quarter of Section 12, aforesaid, to the east line of North Campbell Avenue; thence south along said east line, and said east line extended south, to an intersection with the eastward extension of the south line of West Maypole Avenue; thence west along said eastward extension, and along said south line, to the west line of Lot 5 in Mary A. Morgan's Resubdivision of Lots 7 to 10 in the subdivision of the west half of Block 2 of James Morgan's Subdivision; thence north along a northward extension of said west line of Lot 5 to the south line of West Maypole Avenue; thence west along said south line, crossing railroad land, to an intersection with a line drawn parallel with, and 25 feet east from, the east line of North Talman Avenue; thence south along said parallel line crossing West Washington Boulevard, to the north line of the plat of

subdivision of 4 acres in the south half of the southeast quarter of Section 12; thence west along said north line to the aforementioned east line of North Talman Avenue; thence north along said east line, and said east line extended north, crossing said West Washington Boulevard, to an intersection with the eastward extension of the south line of West Maypole Street; thence west along said eastward extension, and along said south line and said south line extended west, crossing the 16 foot wide alley in Mary Smith's Subdivision in the partition of the south half of the southeast quarter of Section 12 and North California Avenue, to the west line of said avenue; thence north along said west line, to the south line of a 15 foot wide east/west alley in the subdivision of Block 16 of Lee's Subdivision of the southwest quarter of Section 12 aforesaid; thence west along said south line and along said south line extended west, crossing the 20 foot wide north/south alley in said subdivision of Block 16, North Mozart Street, and the 20 foot wide north/south alley in the west part of said subdivision, to the east line of North Francisco Avenue; thence south along said east line of North Francisco Avenue to the north line of West Washington Boulevard; thence west along said north line of West Washington Boulevard to the west line of the east half of Lot 23 in Samuel H. Wheeler's Subdivision of Block 17 in D.S. Lee's & Other's Subdivision; thence north along said west line of the east half of Lot 23 in Samuel H. Wheeler's Subdivision to the south line of the 20 foot wide east/west alley lying north of and adjoining part of Samuel H. Wheeler's Subdivision and north of and adjoining part of Flint's Addition to Chicago, both being resubdivisions of part of D.S. Lee's Subdivision; thence west along said south line and along said south line extended west, crossing North Sacramento Avenue, to an intersection with the west line of said avenue; thence south along said west line to the north line of West Washington Boulevard, aforesaid; thence west along said north line and along said north line extended west, crossing North Albany Avenue and North Kedzie Avenue, and passing into Section 11 aforesaid, to an intersection with the southward extension of the west line of North Kedzie Avenue; thence north along said southward extension, and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in the subdivision of Blocks 9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 of Castles' Subdivision of the east 15 acres of the east half of the southeast quarter of said Section 11, West Maypole Avenue, the 16 foot wide east/west alley in said Block 16 of Castles' Subdivision, West Lake Street, the 16 foot wide easterly/westerly alley in Block 12 of Tyrrell, Barrett and Kerfoot's Subdivision, of the east half of the southeast quarter of Section 11 lying north of West Lake Street, West Walnut Street, the 16 foot wide east/west alley in Block 7 of said subdivision, West Fulton Street, the 20 foot wide alley in the subdivisions of the north half and the south half of Block 6 in said subdivision, West Carroll Avenue and the 20 foot wide east/west alley south of and adjoining the south line of the Chicago and Northwestern

Transportation Company right-of-way, to said south line; thence east along said south line to the centerline of North Kedzie Avenue; thence north along said centerline to a point on the north right-of-way line of the Chicago and Northwestern Transportation Company; thence west along said north right-of-way to the aforementioned west line of North Kedzie Avenue; thence north along said west line and said west line extended north, crossing the 16 foot wide east/west alley in Block 1 of Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11 aforesaid, West Franklin Boulevard, the 16 foot wide east/west alley in the subdivision of the east half of the northeast quarter of the southeast quarter of the northeast quarter of said Section 11, West Ohio Street, West Huron Street, two 16 foot wide east/west alleys in Armington's Subdivision of the northeast quarter of the northeast quarter of the northeast quarter of said section, the vacated 16 foot wide east/west alley in said subdivision, West Chicago Avenue and passing into Section 2 aforesaid, the vacated 16 foot wide east/west alley in N. T. Wright's Subdivision of Lot 4 of Superior Court partition, the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, and the 16 foot wide east/west alley north of said railroad right-of-way, and part of West Grand Avenue, to an intersection with the westward extension of the north line of West Walton Street; thence east along said westward extension and along said north line and said north line extended east, crossing North Kedzie Avenue and passing into Section 1 aforesaid, and crossing the 16 foot wide north/south alley in T. M. Oviatt's Subdivision of Lots 44 to 52 inclusive, in McLroy's Subdivision, to the west line of North Sacramento Boulevard; thence south along a southward extension of said west line to an intersection with the north line of Lots 53 to 57 in said McLroy's Subdivision; thence east along the eastward extension of said north line to the east line of North Sacramento Boulevard; thence south along said east line and said east line extended south, crossing West Walton Street and the 16 foot wide east/west alley in Block 2 of B.B. Wiley's Subdivision of Block 8 of Clifford's Subdivision, to the northeasterly line of West Grand Avenue; thence southeasterly along said northeasterly line, and said northeasterly line extended southeasterly, crossing North Richmond Street, to the north line of West Chicago Avenue; thence east along said north line, and along said north line extended east, crossing North Francisco Avenue, North Mozart Street, North California Avenue, North Fairfield Avenue and North Washtenaw Avenue, to an intersection with the northward extension of the east line of North Washtenaw Avenue; thence south along said northward extension, and along said east line and said east line extended south, passing into Section 12 aforesaid and crossing West Chicago Avenue, the 16 foot wide east/west alley in the resubdivision of the subdivision of Block 3 (except the east 67 feet) in Wright and Webster's Subdivision of the northeast quarter of said Section 12, West Superior Street, the 16 foot wide east/west alley in the south part of said subdivision, West Huron Street, and

the 16 foot wide easterly/westerly alley in the subdivision of that part of Block 6 lying northeasterly of West Grand Avenue in Wright and Webster's Subdivision aforesaid, to the aforementioned northeasterly line of West Grand Avenue; thence southeasterly along said northeasterly line, and along said northeasterly line extended southeasterly, crossing North Talman Avenue, to the west line of North Rockwell Avenue; thence north along said west line to an intersection with the northwestward extension of said northeasterly line as located in Block 7 of Wright and Webster's Subdivision of the northeast quarter of Section 12 aforesaid; thence southeasterly along said northwestward extension and along said northeasterly line, to the north line of vacated West Ohio Street; thence east along said north line, crossing North Campbell Avenue, to an intersection with the northward extension to the east line of said avenue; thence south along said northward extension, and along said east line, to the aforementioned northeasterly line of West Grand Avenue; thence southeasterly along said northeasterly line and along said northeasterly line extended southeasterly and along said northeasterly line as widened, crossing North Artesian Avenue, to the west line of North Western Avenue as widened; thence easterly, crossing said North Western Avenue and passing into Section 7 aforesaid, to the intersection of the east line of said North Western Avenue with the north line of West Grand Avenue; thence east along said north line and along said north line extended east, crossing North Claremont Avenue, North Oakley Boulevard, North Leavitt Street, North Hoyne Avenue, North Damen Avenue, North Wolcott Avenue, North Wood Street, the 10 foot wide north/south alley in Block 3 of Embree's Subdivision of the northwest portion of Block 18 of Canal Trustee's Subdivision of Section 7 aforesaid, North Hartland Court, the 10 foot wide north/south alley in Block 2 of said Embree's Subdivision, North Hermitage Avenue, the 10 foot wide north/south alley in Block 1 of said subdivision, North Paulina Street, North Marshfield Avenue, North Ashland Avenue as widened, passing into Section 8 aforesaid, to the east line of North Armour Street; thence north along said east line of North Armour Street to the north line of West Ohio Street; thence east along said north line of West Ohio Street to the west line of North Bishop Street; thence south along said west line of North Bishop Street to the north line of West Grand Avenue; thence east along said north line of West Grand Avenue, to an intersection with the northward extension of the east line of said North Noble Street; thence south along said northward extension, and along said east line and said east line extended south, crossing West Grand Avenue, the 17.2 foot wide east/west alley in George E. Robbins Subdivision of Blocks 6 and 7 of the Assessor's Division of the east half of the northwest quarter of Section 8 to the north line of West Hubbard Avenue; thence east along said north line, and said north line extended east, crossing North Ogden Avenue, North Elizabeth Street, the 12 foot wide north/south alley in the subdivision of Blocks 2 and 3 of the subdivision of Lot E of the Circuit Court partition of the northwest



quarter of Section 8 aforesaid, North Racine Avenue, the 19 foot wide north/south alley and the 17 foot wide north/south alley in the subdivision of that part not heretofore subdivided of Block 9 of Ogden's Addition, together with Lots 25 and 26 of Circuit Court Partition of 3 acres in the southwest corner of the northeast quarter of Section 8 aforesaid, North May Street, the 16.3 foot wide north/south alley in the subdivision of Blocks 9, 10, 24 to 27, 40 to 42 and the southwest part of 43 in Ogden's Addition to Chicago, North Aberdeen Street, the 18 foot wide north/south alley in Block 11 of said Ogden's Addition, North Carpenter Street, the 18 foot wide north/south alley in Block 12 of said addition, North Morgan Street, the 18 foot wide north/south alley in Block 13 of said addition, North Sangamon Street, the vacated 18 foot wide north/south alley in Block 14 of said addition, North Peoria Street, the John F. Kennedy Expressway, the 18 foot wide north/south alley in the Assessor's Division of Lots 7 to 13 inclusive in Block 15 of said addition, North Green Street, the 18 foot wide north/south alley in Block 16 of said addition, and the west half of North Halsted Street, to the east line of the northeast quarter of Section 8 aforesaid; thence south along said east line (being the centerline of North Halsted Street) and crossing said expressway to an intersection with the westward extension of the north line of West Wayman Street; thence east along said westward extension, and along said north line, to the west line of North Union Avenue; thence south along said northward extension and along said west line and said west line extended south, crossing said West Wayman Street, West Fulton Street, West Walnut Street, to the point of beginning; in Chicago, Cook County, Illinois.

#### *Street Location.*

The Kinzie Industrial Conservation Redevelopment Project Area lies within the area generally bounded by West Walton Street, West Chicago Avenue, West Grand Avenue, West Ohio Street and West Hubbard Street on the north; North Halsted Street, North Union Avenue and North Peoria Street on the east; West Lake Street, West Washington Boulevard, West Randolph Street and West Maypole Avenue on the south; and North Kedzie Avenue on the west.

**EXHIBIT B**

**PROPERTY INFORMATION**

**Harold Washington Unity Cooperative**

**City Parcels:**

Property Address	House # (Assigned by City Dept. of Buildings)	PIN #
3130-44 W. Huron	3136-38 W. Huron	16-12-100-035
3122-26 W. Huron	3122 W. Huron	16-12-101-018,-019
3114-16 W. Huron	3116 W. Huron	16-12-101-021,-022
710-12 N. Albany	3100, 3102, 3106, 3108, & 3110 W. Huron (*)	16-12-101-033,-034
617-29 N. Kedzie	619-27 N. Kedzie	16-12-102-009,-010,-011
3134-36 W. Ohio/ 600-04 N. Troy	3136-38 W. Ohio	16-12-102-040 16-12-102-039
3115-25 W. Huron/ 645-49 N. Troy	3117-19 & 3123-25 W. Huron 647-49 N. Troy	16-12-103-001,-002,-003, -004,-005,-006,-007,-008
3114 W. Ohio	3120-22 W. Ohio	16-12-103-025
636-38 N. Albany	636-38 N. Albany	16-12-103-032
624-26 N. Albany	626-28 N. Albany	16-12-103-035,-036

**Developer Parcels(\*\*):**

Property Address	House # (Assigned by City Dept. of Buildings)	PIN #
718-20 N. Troy	718-20 N. Troy	16-12-100-028,-029
700-08 N. Albany	3100, 3102, 3106, 3108, & 3110 W. Huron (*)	16-12-101-035,-036,-037
654-56 N. Albany	3103-05 W. Huron	16-12-103-026

(\*) These house numbers collectively correspond to the Developer Parcels identified as 700-08 N. Albany and the City Parcels identified as 710-12 N. Albany collectively.

(\*\*) The following parcels are owned by the Developer, except for the parcel identified as 720 N. Troy, which is to be acquired by the Developer.

[INSERT LEGAL DESCRIPTIONS]

**EXHIBIT B (continued)**

**LEGAL DESCRIPTIONS OF PREMISES**

PARCEL 1:

LOTS 174, 175, 176, 177, AND 178 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-102-009, 010, 011

Commonly known as 619-27 N. Kedzie

PARCEL 2:

LOTS 91, 92, AND 93 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-102-039, 040

Commonly known as 3136-38 W. Ohio

PARCEL 3:

LOTS 1 TO 4, BOTH INCLUSIVE, OF RESUBDIVISION OF LOTS 89 AND 90 IN SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-103-025

Commonly known as 3120-22 W. Ohio

PARCEL 4:

LOTS 1 TO 6, BOTH INCLUSIVE, AND PRIVATE 10 FOOT ALLEY IN JOHN COLLINS' RESUBDIVISION OF LOTS 67, 68 AND 69 IN SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 71 AND 72 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-103-001, 002, 003, 004, 005, 006, 007, 008

Commonly known as 647-49 N. Troy, 3117-19 W. Huron, 3123-25 W. Huron

**EXHIBIT B (continued)**

PARCEL 5:

LOTS 115 AND 116 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-100-035

Commonly known as 3136-38 W. Huron

PARCEL 6:

LOTS 1, 2, AND 3 (EXCEPT THE EAST 3 FEET OF LOT 3) IN EDWARD SHEA'S SUBDIVISION OF LOTS 64, 65 AND 66 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-101-018, 019

Commonly known as 3122 W. Huron

PARCEL 7:

LOTS 122 (EXCEPT THE SOUTH 6 INCHES OF SAID LOT) AND 123 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-100-028, 029

Commonly known as 718-20 N. Troy

PARCEL 8:

LOTS 5 AND 6 IN EDWARD SHEA'S SUBDIVISION OF LOTS 64, 65 AND 66 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-101-021, 022

Commonly known as 3116 W. Huron

PARCEL 9:

LOTS 11 AND 12 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-103-035, 036

Commonly known as 626-28 N. Albany

**EXHIBIT B (continued)**

PARCEL 10.

LOTS 16 AND 17 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN # 16-12-103-032

Commonly known as 636-38 N. Albany

PARCEL 11:

LOTS 23 AND 24 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN #: 16-12-103-026

Commonly known as 3103-05 W. Huron

PARCEL 12:

LOTS 25, 26, 27, 28, AND 29 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.\*\*\*

PIN #: 16-12-101-033, 034, 035, 036, 037

Commonly known as 3100 W. Huron, 3102 W. Huron, 3106 W. Huron, 3108 W. Huron, 3110 W. Huron

**EXHIBIT C**

**REDEVELOPMENT PLAN**

[OMITTED FOR RECORDING]

## EXHIBIT D

### FINANCING FOR THE PROJECT

#### A. LENDER FINANCING:

1. Amount: \$1,365,500  
Source: Prairie Mortgage Company, or a financial institution acceptable to the Commissioner of the City's Department of Housing  
Term: Not to exceed 43 years  
Interest: A fixed rate not to exceed 7.50% per annum  
Security: First mortgage on the Property
2. Amount: Affordable Housing Loan not to exceed \$6,341,532  
Source: HOME Program/Corporate Funds/Program Income  
Term: Not to exceed 43 years  
Interest: One percent per annum  
Security: Non-recourse loan; second mortgage on the Property

#### B. OTHER FUNDS:

1. Approximately \$ ~~9,317,586~~ to be derived from the syndication by the general partner of the Developer of \$1,241,975 of Low-Income Housing Tax Credits expected to be allocated by the City.
2. \$500,000 from Bickerdike Redevelopment Corporation ("Bickerdike"), from Affordable Housing Program funds provided to Bickerdike by the Federal Home Loan Bank of Chicago and through American National Bank and Trust Company of Chicago or its successor.
3. The general partner of the Developer will also contribute \$100.

**EXHIBIT E**

**Estimated Schedule of Maximum Annual Interest Reimbursement**

<b>Tax Year</b>	<b>Year Paid</b>	<b>Amount</b>
2004	2005	29,000.00
2005	2006	44,000.00
2006	2007	44,000.00
2007	2008	48,000.00
2008	2009	48,000.00
2009	2010	48,000.00
2010	2011	52,000.00
2011	2012	52,000.00
2012	2013	51,000.00
2013	2014	56,000.00
2014	2015	56,000.00
2015	2016	55,000.00
2016	2017	61,000.00
2017	2018	61,000.00
2018	2019	60,000.00
2019	2020	65,000.00
2020	2021	65,000.00
2021	2022	64,000.00

**Total Increment      \$959,000.00**



# EXHIBIT F-1

## PROJECT BUDGET

### SWORN OWNER'S STATEMENT

STATE OF ILLINOIS) SS  
COUNTY OF COOK)

Escrow # 210419  
Draw # One

The affiant, Joy Arngiute, being first duly sworn on oath deposes and says that she is Secretary/Treasurer of BRC Affiliate, Inc which is the General Partner of Erie Cooperative Limited Partnership which is the owner of the following described premises in Cook County, Illinois to wit: 617-29 N Kedzie, 3136-38 W Ohio, 3120-22 W Ohio, 647-49 N Troy, 3123-25 W Huron, 3117-19 W Huron, 3136-38 W Huron, 3122 W Huron, 718-20 N Troy, 3116 W Huron, 626-28 N Albany, 636-38 N Albany, 3103-05 W Huron, 3100 W Huron, 3102 W Huron, 3106 W Huron, 3108 W Huron and 3110 W Huron

- 1 That she is thoroughly familiar with all the facts and circumstances concerning the premises described above
- 2 That during the 6 months last past the only work done or materials furnished in connection with the mentioned premises are listed below
- 3 That the only contracts let for the furnishings of future work or materials relative to the contemplated improvements are as listed below
- 4 That this statement is a true and complete statement of all such contracts, previous payments and balances due, if any

Name/Address	Kind of Work	Original Total	Adjustments	Adjusted Total	Previously Paid	Net Amount Due	Balance to Be Com Due
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Acquisition	\$ 218,983.00	\$ -	\$ 218,983.00	\$ -	\$ 218,983.00	\$ 0.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Survey	\$ 27,100.00	\$ -	\$ 27,100.00	\$ -	\$ 8,900.00	\$ 18,200.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Holding Cost	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 4,313.54	\$ 686.46
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	TIF Projections	\$ 2,840.00	\$ -	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 0.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Permit	\$ 28,216.00	\$ -	\$ 28,216.00	\$ -	\$ 9,747.11	\$ 18,468.89
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Security	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Appraisal	\$ 7,800.00	\$ -	\$ 7,800.00	\$ -	\$ 6,000.00	\$ 0.00
Prairie Mortgage Company 819 S Wabash Chicago 60605	Appraisal				\$ -	\$ 1,800.00	
Albert Wittehead PC 10 N Dearborn, Ste 600 Chicago 60602	Project Legal	\$ 66,000.00	\$ -	\$ 66,000.00	\$ -	\$ 35,604.00	\$ 7,913.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647					\$ -	\$ 22,483.00	
Albert Wittehead PC 10 N Dearborn, Ste 600, Chicago 60602	Organization Legal	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 3,250.00	\$ 1,750.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Accounting/ Audits	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
Prairie Mortgage 819 S Wabash Chicago 60605	Tax Escrow***	\$ 56,550.00	\$ -	\$ 56,550.00	\$ -	\$ -	\$ 56,550.00
Prairie Mortgage 819 S Wabash Chicago 60605	Insurance Escrow***	\$ 73,000.00	\$ -	\$ 73,000.00	\$ -	\$ -	\$ 73,000.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Market Study	\$ 7,500.00	\$ -	\$ 7,500.00		\$ 6,500.00	\$ 1,000.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Marketing	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -		\$ 40,000.00
Humboldt Construction Co 2550 W North Ave Chicago 60647	Construction	\$ 14,007,252.00	\$ -	\$ 14,007,252.00	\$ -	\$ 110,998.00	\$ 13,896,254.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Contingency	\$ 686,630.00	\$ -	\$ 686,630.00	\$ -	\$ -	\$ 686,630.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Furniture & Washer/Dryer	\$ 69,600.00	\$ -	\$ 69,600.00	\$ -	\$ -	\$ 69,600.00
Landon Bone Baker 314 W Institute, Chicago 60610	Architect	\$ 350,000.00	\$ -	\$ 350,000.00	\$ -	\$ 185,700.00	\$ 70,000.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Architect				\$ -	\$ 94,300.00	
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Construction Inspection	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 0.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Environmental	\$ 16,207.00	\$ -	\$ 16,207.00	\$ -	\$ 15,057.00	\$ 1,150.00
Corporate Insurance Specialists 208 S LaSalle, Ste 794 Chicago IL 60604	Con Per Insurance	\$ 55,396.00	\$ -	\$ 55,396.00	\$ -	\$ 55,396.00	\$ 0.00
Prairie Mortgage 819 S Wabash Chicago 60605	Con Per Interest	\$ 93,878.00	\$ -	\$ 93,878.00	\$ -	\$ -	\$ 93,878.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Con Per Property Taxes	\$ 29,088.00	\$ -	\$ 29,088.00	\$ -	\$ -	\$ 29,088.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Title & Recording	\$ 36,715.00	\$ -	\$ 36,715.00	\$ -	\$ 1,567.00	\$ 0.00
Title Services Inc 610 E Roosevelt Rd Wheaton 60187	Title & Recording				\$ -	\$ 35,148.00	
National Equity Fund 120 S Riverside Plaza Chicago 60606	Syndication Legal	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 21,000.00	\$ -	\$ 0.00
Erie Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Tax Credit Fee	\$ 37,259.00	\$ -	\$ 37,259.00	\$ -	\$ 19,957.00	\$ 17,302.00
Erie Cooperative Limited Partnership	Application Fees	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 300.00	\$ 950.00

Name/Address	Kind of Work	Original Total	Adjustments	Adjusted Total	Previously Paid	Net Amount Due	Balance to Become Due
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Predevelopment Interest	\$ 15,407 00	\$ -	\$ 15,407 00	\$ -	\$ 12,737 78	\$ 381 33
Local Inhabitives Support Corporation	Predevelopment Interest				\$ -	\$ 2,287 89	
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	1st Lender Fee	\$ 47,793 00	\$ -	\$ 47,793 00	\$ -	\$ 13,655 00	\$ 0 00
Prairie Mortgage 819 S Wabash Chicago 60605	1st Lender Fee				\$ -	\$ 34,138 00	
Kutak Rock Illinois LLC One S Wacker Dr, Ste 2050, Chicago IL 60601	Bank Legal Fee	\$ 25,000 00	\$ -	\$ 25,000 00	\$ -	\$ 25,000 00	\$ 0 00
Prairie Mortgage 819 S Wabash Chicago 60605	FHA Fees	\$ 24,580 00	\$ -	\$ 24,580 00	\$ -	\$ 13,656 00	\$ 6,827 00
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	FHA Fees				\$ -	\$ 4,097 00	
Prairie Mortgage 819 S Wabash Chicago 60605	Discount	\$ 27,310 00	\$ -	\$ 27,310 00	\$ -	\$ -	\$ 27,310 00
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Developer Fee*	\$ 1,136,355 00	\$ -	\$ 1,136,355 00	\$ -	\$ 174,632 00	\$ 961,723 00
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Deferred Developer Fee**	\$ 100,000 00	\$ -	\$ 100,000 00	\$ -		\$ 100,000 00
Prairie Mortgage 819 S Wabash Chicago 60605	TIF Deficit Reserve Reserve	\$ 120,000 00	\$ -	\$ 120,000 00	\$ -	\$ 120,000 00	\$ 0 00
Prairie Mortgage 819 S Wabash Chicago 60605	HUD Working Capital Reserve	\$ 27,310 00	\$ -	\$ 27,310 00	\$ -	\$ 27,310 00	\$ 0 00
Ene Cooperative Limited Partnership 2550 W North Ave Chicago 60647	Initial Operating Reserve****	\$ 132,199 00	\$ -	\$ 132,199 00	\$ -		\$ 132,199 00
<b>TOTAL</b>		<b>\$ 17,624,718 00</b>	<b>\$ -</b>	<b>\$ 17,624,718 00</b>	<b>\$ 21,000 00</b>	<b>\$ 1,272,357 32</b>	<b>\$ 16,331,360 68</b>

\*\$961,723 of the Developer's Fee will be paid outside escrow by NEF to Ene Cooperative Limited Partnership when it fulfills the specified benchmarks

\*\*The Deferred Developer's Fee will be paid out of future cash flow of the project.

\*\*\* Tax & Insurance Escrows will be funded outside this escrow by NEF to an escrow account held by Prairie Mortgage Co once the project has reached 100% Qualified Occupancy

\*\*\*\*Initial Operating Reserve will be funded outside escrow by NEF to a US Bank escrow account one year after 1st year tax filing.

\*\*\*\*\* Withheld from Initial Equity Pay In

Ene Cooperative Limited Partnership

Signed:

By: Joy Arugade - Secretary/Treasurer - BRC Affiliate, Inc.

Subscribed and sworn to before me this 31st day of July, 2003

Diane N. Marshall

Notary Public



**EXHIBIT F - 2**  
**MBE/WBE Budget**

Construction	
Site Preparation	\$ 7,757
Construction	\$14,007,252
Construction Contingency (5%)	\$ 686,630
Subtotal	\$ 14,701,639
Architectural Services	\$ 350,000
<b>MBE/WBE BUDGET</b>	<b>\$ 1,501,639</b>
<b>MBE Dollar Value Requirement (25%)</b>	<b>\$ 3,762,909.75</b>
<b>WBE Dollar Value Requirement (5%)</b>	<b>\$ 752,581.95</b>

## EXHIBIT G

### LIST OF PLANS AND SPECIFICATIONS

#### Building Type 1 Drawing Index:

- |      |                                     |                                     |
|------|-------------------------------------|-------------------------------------|
| A0   | Cover Sheet                         | Issued for 50% CD Review 07.03.2002 |
|      | MOPD Review 02.08.2002              | Issued for Pricing 08.06.2002       |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A1.1 | Site Plan - 3136-38 W. Ohio         |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for Zoning Review 08.12.2002 |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| L1.1 | Landscape Plan - 3136-38 W. Ohio    |                                     |
| A1.2 | Site Plan - 3120-22 W. Ohio         |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for Zoning Review 08.12.2002 |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| L1.2 | Landscape Plan - 3120-22 W. Ohio    |                                     |
| A1.3 | Site Plan - 3136-38 W. Huron        |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for Zoning Review 08.12.2002 |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| L1.3 | Landscape Plan - 3136-38 W. Huron   |                                     |
| A1.4 | Site Plan - 3103-05 W. Huron        |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for Zoning Review 08.12.2002 |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| L1.4 | Landscape Plan - 3103-05 W. Huron   |                                     |
| L1.5 | Landscape Notes                     |                                     |
| A2.1 | Floor Plans                         |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A2.2 | Roof Plans                          |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
| A3   | Accessibility                       |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A4   | Elevations                          |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Zoning Review 09.12.2002 |                                     |
|      | Issued for Construction 12.20.2002  |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A5   | Building Sections                   |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A6   | Wall Sections                       |                                     |
|      | Issued for DOH Review 05.01.2002    |                                     |
|      | Issued for 75% DD Review 05.31.2002 |                                     |
|      | Issued for 50% CD Review 07.03.2002 |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A7   | Wall Sections, Stair Sections       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A8   | Details                             |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A8.1 | Details                             |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |
| A8.2 | Details                             |                                     |
|      | Issued for Pricing 08.06.2002       |                                     |
|      | Issued for Final Closing 06.24.2003 |                                     |

**AB.3 Details-Canopy**

Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**A9 Interior Elevations, Schedules**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**E1E Emergency Lighting Plan**  
**E1 Electrical Plans**  
**E2 Electrical Plans**  
**E3 Electrical Diagrams, Schedules**  
**E4 Electrical Specification**

**M1 Mechanical Plans**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**M2 Mechanical Plans**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**M3 Mechanical Notes**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**P1 Plumbing Plans**  
**P2 Plumbing Plans**  
**P3 Plumbing Diagrams**  
**P4 Gas Piping**  
**P5 Gas Piping**  
**P6 Plumbing Specifications**

**S1 Structural Plans**  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**S2 Structural Plans**  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**S3 Structural Notes**  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**Building Type 2 Drawing Index:**

**A0 Cover Sheet**  
MOPD Review 02.08.2002  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A1.1 Site Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 08.12.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**L1.1 Landscape Plan, Details**  
**A1.2 Site Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 08.12.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**L1.2 Landscape Plan, Details**  
**A1.3 Site Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 08.12.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**L1.3 Landscape Plan, Details**  
**A2.1 Floor Plan, Wall/Floor Type**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A2.2 Roof Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A3 Accessibility**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002

Issued for Final Closing 06.24.2003

**A4 Elevations, Building Sections**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A5 Wall Sections**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A6 Stair Sections**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A7 Wall Details**  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8 Wall Details**  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8.1 Details**  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A9 Interior Elevations, Schedules**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**E1 Electrical Plans**  
**E1E Emergency Lighting Plans**  
**E2 Panel Schedule, Riser Diagram**  
**E3 Electrical Specification**

**M1 Mechanical Plans**  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**M2 Mechanical Notes**  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**P1 Plumbing Plans**  
**P2 Plumbing Plans**  
**P3 Gas Piping Floor Plans**  
**P4 Specifications**

**S1 Structural Plans**  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**S2 Structural Plans, Details**  
Issued for Pricing 08.06.2002

**Building Type 3 Drawing Index:**

**A0 Cover Sheet**  
MOPD Review 02.08.2002  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A1 Site Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 09.12.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**L1 Landscape Plan, Notes**  
Revised for Zoning PD 10.17.2002  
Issued for Final Closing 06.24.2003

**A2.1 Ground Floor Plan**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A2.2 Second Floor, Roof Plans**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A3 Accessibility**  
Issued for DOH Review 05.01.2002

Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A4 Elevations**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A5 Building, Wall Sections**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A6 Wall Sections**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A7 Stair Sections**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8 Details**

Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8.1 Details**

Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8.2 Details**

Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A8.3 Canopy Details**

Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**A9 Interior Elevations, Schedules**  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

**C1 Civil-Demolition**

**C2 Civil-Geometry**

**C3 Civil-Utility**

**C4 Civil-Grading**

**E1E Emergency Plans**

**E1 Electrical Plans**

**E2 Electrical Plans**

**E3 Electrical Plans**

**E4 Electrical Specification**

**M1 Mechanical Plans**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**M2 Mechanical Notes**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**P1 Plumbing Plans, Diagrams**

**P2 Plumbing Plans, Diagrams**

**P3 Plumbing Plans, Diagrams**

**P4 Plumbing Plans, Diagrams**

**P5 Plumbing Plans, Diagrams**

**P6 Plumbing Specifications**

**S1 Structural Plans**

Issued for Pricing 08.06.2002  
Issued for Final Closing 06.24.2003

**S2 Structural Notes**

Issued for Pricing 08.06.2002

**Building Type 4 Drawing Index:**

**A0 Cover Sheet**

MOPD Review 02.08.2002

Issued for DOH Review 05.01.2002

Issued for 75% DD Review 05.31.2002

Issued for 50% CD Review 07.03.2002

Issued for Pricing 08.06.2002

Issued for Construction 04.14.2003

Issued for Final Closing 06.24.2003

**A1 Site Plan**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 08.12.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**L1 Landscape Plan, Notes**

Revised for Zoning PD 10.17.2002  
Issued for Final Closing 06.24.2003

**A2 Floor, Roof Plans, Wall Types**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A3.1 Elevations**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Zoning Review 09.12.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A3.2 Elevations - 3100 W. Huron**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A4 Building Sections**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A5 Wall Sections**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A6 Wall/Stair Sections**

Issued for 50% CD Review 07.03.2002

Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A7 Stair Sections**

Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.1 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.2 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.3 Canopy Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A9 Interior Elevations, Schedules**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**E1E Emergency Plans**

Issued for Construction 04.14.03

**E1 Electrical Plans**

Permit Corrections 10.24.02  
Issued for Construction 04.14.03

**E2 Schedule, Diagrams**

Permit Corrections 10.24.02  
Issued for Construction 04.14.03

**E3 Electrical Notes**

Issued for Construction 04.14.03

**M1 Mechanical Plans**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003



Issued for Final Closing 06.24.2003

M2 Mechanical Notes  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
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P1 Plumbing Plans  
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Permit Corrections 10.24.02  
Issued for Construction 04.14.03

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Permit Corrections 10.24.02  
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S1  
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Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

S2  
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Issued for Final Closing 06.24.2003

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Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

A1 Site Plan  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for Zoning Review 08.12.2002  
Issued for Construction 12.20.2002  
Issued for Final Closing 06.24.2003

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A2.1 Floor Plan  
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Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002

Issued for Pricing 08.06.2002  
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Issued for Final Closing 06.24.2003

A2.2 Floor Plan  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

A2.3  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

A3 Accessibility  
Issued for DOH Review 05.01.2002  
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Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
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Issued for Final Closing 06.24.2003

A4.1 Elevations  
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Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
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Issued for Final Closing 06.24.2003

A4.2 Elevations  
Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
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Issued for Final Closing 06.24.2003

A5 Building Sections  
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Issued for 75% DD Review 05.31.2002  
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Issued for Pricing 08.06.2002  
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Issued for Final Closing 06.24.2003

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Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002

Issued for Pricing 08.06.2002  
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A7 Stair Sections  
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A8 Details  
Issued for Construction 12.20.2002  
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A8.1 Details  
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A8.2 Details  
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Issued for Final Closing 06.24.2003

A8.3 Canopy Details  
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Issued for Final Closing 06.24.2003

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C2 Civil-Geometry  
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C4 Civil-Grading  
C5 Civil-Details

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E5 Electrical Diagrams  
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Issued for Pricing

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MOPD Review 02.08.2002

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Issued for 75% DD Review 05.31.2002

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Issued for Pricing 08.06.2002

Issued for Construction 12.20.2002

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Issued for DOH Review 05.01.2002

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Issued for Zoning Review 09.12.2002

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Issued for Final Closing 06.24.2003

L1.1 Landscape Plan, Notes

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A2.2 Roof Plan

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Issued for Final Closing 06.24.2003

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Issued for Pricing 08.06.2002

Issued for Zoning Review 09.12.2002

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Issued for Final Closing 06.24.2003

A4 Building, Wall Sections

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Issued for 75% DD Review 05.31.2002

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Issued for Final Closing 06.24.2003

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Issued for 50% CD Review 07.03.2002

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Issued for Final Closing 06.24.2003

F1 Electrical Plans

E2 Electrical Plans

E3 Electrical Notes

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Issued for DOH Review 05.01.2002

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Issued for 50% CD Review 07.03.2002

Issued for Pricing 08.06.2002

Issued for Final Closing 06.24.2003

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P2 Plumbing Plans

P3 Gas Piping Plans

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Issued for 50% CD Review 07.03.2002

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Issued for 75% DD Review 05.31.2002

Issued for 50% CD Review 07.03.2002

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Issued for 50% CD Review 07.03.2002  
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Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
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Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

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**A2 Floor, Roof Plans**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
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Issued for Pricing 08.06.2002  
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**A3 Elevations**

Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Zoning Review 08.12.2002  
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Issued for DOH Review 05.01.2002  
Issued for 75% DD Review 05.31.2002  
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Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
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Issued for 75% DD Review 05.31.2002  
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Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
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**A6 Stair Sections**

Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
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**A7 Stair Sections**

Issued for 50% CD Review 07.03.2002  
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Issued for Construction 04.14.2003  
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**A8 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.1 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.2 Details**

Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**A8.3 Canopy Details**

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Issued for Final Closing 06.24.2003

**A9 Interior Elevations, Schedules**

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Issued for 75% DD Review 05.31.2002  
Issued for 50% CD Review 07.03.2002  
Issued for Pricing 08.06.2002  
Issued for Construction 04.14.2003  
Issued for Final Closing 06.24.2003

**C1 Civil-Demolition Plan**

**C2 Civil-Geometry Plan**

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**C4 Civil-Grading Plan**

**C5 Civil-Details**

**C6 Civil-Details**

**C7 Civil-Details**

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Issued for Construction 04.14.03

**E1 Electrical Plans**

Permit Corrections 10.24.02

Issued for Construction 04.14.03

**E2 Schedule, Diagrams**

Permit Corrections 10.24.02

Issued for Construction 04.14.03

**E3 Electrical Notes**

Issued for Construction 04.14.03

**M1 Mechanical Plans**

Issued for DOH Review 05.01.2002  
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Date of Specifications: August 7, 2002  
Revised: June 24, 2003

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09260 - GYPSUM BOARD ASSEMBLIES  
09300 - TILE  
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FOR CITY USE

AFFIDAVIT NO \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N A " **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1 **Applicants** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.

2 **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.



**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed. July 15, 2003

A Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. Bickerdike Redevelopment Corporation

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant

Also, please identify the Applicant in which this entity holds an interest:  
Erie Cooperative Limited Partnership

B Business address of the Undersigned: 2550 W. North Ave.  
Chicago, IL 60647

C Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

D. Name of contact person: [REDACTED]

E. Tax identification number (optional): \_\_\_\_\_

F Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

New construction of 87 units of affordable housing Harold Washington Unity Cooperative.

G Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # NA and Contract # NA.

I If not a procurement:

1. City Agency requesting EDS: Dept of Housing + Dept of Planning + Development
2. City action requested (e.g. loan, grant, sale of property):  
\$6,341,532 loan, TIF assistance + sale of property
3. If property involved, list property location:  
See attached

## SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input type="checkbox"/> Limited Liability Company                  |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship  | <input checked="" type="checkbox"/> Not-for-profit corporation      |
|   | (Is the not-for-profit corporation also a 501(c)(3))?               |
|   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)              |
| <input type="checkbox"/> Limited partnership  |   |

2. State of incorporation or organization, if applicable:

Illinois

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

- Yes  No  N/A

**B. ORGANIZATION INFORMATION**

**1 IF THE UNDERSIGNED IS A CORPORATION:**

**a** List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
See attached.	
_____	_____
_____	_____
_____	_____

**b(1)** If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
NA		
_____	_____	_____
_____	_____	_____
_____	_____	_____

**b(2)** If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
NA		
_____	_____	_____
_____	_____	_____
_____	_____	_____

c For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
NA - No Shareholders.		

2 IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
NA		

3 IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
NA		

b List below the names and titles of all officers, if any If there are no officers, write "no officers "

Name	Title
NA	

4 IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY.

a List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust

Name	Business Address
NA	

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held

Name	Business Address	Percentage Interest
NA		

5 IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

NA

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Name	Business Address	Percentage Interest

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1 The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed

2 Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year, but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City, (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1 Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

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

NA

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1 The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2 If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
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CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation interlocking management or ownership, identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity

A The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

NA

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

B The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below.

NA

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



C If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U S EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list

D If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation

NA

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

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default

**Check one:**

- 1 No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- 2 The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- 3 The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
- 4 There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or state antitrust statutes; fraud; embezzlement; theft, forgery, bribery; falsification or destruction of records; making false statements, or receiving stolen property;

- 3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section,
- 4 have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default, and
- 5 have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

**B The certifications in subparts B and D concern**

- the Undersigned,
- any party participating in the performance of the Matter ("an **Applicable Party**"),
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership, identity of interests among family members, shared facilities and equipment; common use of employees, or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to **Applicable Parties**, the term **Affiliated Entity** means an individual or entity that directly or indirectly controls the **Applicable Party**, is controlled by it, or, with the **Applicable Party**, is under common control of another individual or entity;
- any responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** or any other official, agent or employee of the Undersigned, any **Applicable Party** or any **Affiliated Entity**, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** (collectively "**Agents**").

Neither the Undersigned, nor any **Applicable Party**, nor any **Affiliated Entity** of either the Undersigned or any **Applicable Party** nor any **Agents** have, during the five years before the date this EDS is signed, or, with respect to an **Applicable Party**, an **Affiliated Entity**, or an **Affiliated Entity** of an **Applicable Party** during the five years before the date of such **Applicable Party's** or **Affiliated Entity's** contract or engagement in connection with the Matter:

1 bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

3 made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

4 violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**)

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3, (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

NA

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

**IV CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code ]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

       IS  
  X   IS NOT

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

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

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

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

NA

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

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V

- 1 In accordance with Section 2-156-110 of the Municipal Code.  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

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

Does the Matter involve a City Property Sale?  
 Yes  No

- 3 If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:
- | Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  X   1 The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders

       2 The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records.

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter [Begin list here, add sheets as necessary]

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]*

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

C The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfllln.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).



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

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

**"Segregated facilities,"** as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually)

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a any cash gift or any anonymous gift, and
  - b any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

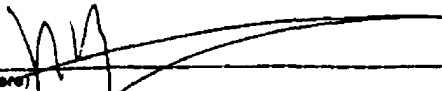
**CERTIFICATION**

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

Bickerdike Redevelopment Corporation  
(Print or type name of individual or legal entity submitting this EDS)

Date: July 15, 2003

By:

  
(sign here)

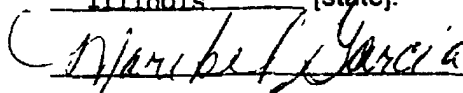
Print or type name of signatory

Joy Arguete

Title of signatory

Executive Director

Subscribed to before me on [date] July 15, 2003, at Cook County, Illinois [state].

 Notary Public.

Commission expires 09/25/06



## Activity Statement

Mailing Address:  
THE RESURRECTION PROJECT\_5

Property/Project Address:

2301-03 S. DRAKE  
CHICAGO, IL 60608

*S/B Loan 1060*

Loan Number: 1060  
Statement as of: 05/14/2007  
Interest Paid to: 00/00/0000

Period Beginning: 12/29/1997  
Period Ending: 05/14/2007

Page No: 1

	Receipts	Disbursements	Balance	Due
Principal	0.00	-218,427.00	-218,427.00	0.00
Interest	0.00	0.00		0.00
Escrows	0.00	0.00	0.00	0.00
Fees and Charges	0.00	0.00		0.00
Other	0.00	0.00		0.00
Subsidy	0.00	0.00		0.00

## Account Activity

Date	Amount	Transaction Type	Account	Amount	Balance	Due for
12/29/1997	-218,427.00	Disbursement	1 Principal	-218,427.00	-218,427.00	00/00/0000

**General Information #13  
Property List**

<b>Address</b>	<b>PIN #</b>
619-27 N Kedzie	[REDACTED]
3136-38 W Ohio	[REDACTED]
3120-22 W Ohio	[REDACTED]
626-28 N Albany	[REDACTED]
636-38 N Albany	[REDACTED]
3100-10 W Huron	[REDACTED]
3117-25 W Huron / 645-49 N Troy	[REDACTED]
3116 W Huron	[REDACTED]
3122 W Huron	[REDACTED]
3136-38 W Huron	[REDACTED]
3103-05 W Huron	[REDACTED]
718-20 N Troy	[REDACTED]

**Section 1B.  
Bickerdike Redevelopment Corporation  
2003 Board of Directors**

Diane Spires	President
Sherry Hooker	1 <sup>st</sup> Vice President
Raul Echevarria	2 <sup>nd</sup> Vice President
Sarah Rothschild	Treasurer
Nacho Gonzalez	Secretary
Reyna Luna	Assistant Secretary
Lucy Farmer	Director
Evelyn Otaño	Director
Maria Rivera	Director
Mark Shelton	Director
Annette Threets	Director
Margo Timberlake	Director
Rosie Young	Director
Joy Aruguete	Executive Director

No members who are legal entities