

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING,  
PLEASE RETURN TO:  
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AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND

(The Above Space For Recorder's Use Only)

This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the 20<sup>th</sup> day of October, 2010, by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Community Development ("DCD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, ST. BONIFACE SENIOR LIVING FOUNDATION, an Illinois not-for-profit corporation ("Sponsor"), whose offices are located at 619 Enterprise Drive, Suite 202, Oak Brook, Illinois 60523, and ST. BONIFACE SENIOR LIVING, LLC, an Illinois limited liability company ("Developer"), whose offices are located at 619 Enterprise Drive, Suite 202, Oak Brook, Illinois 60523.

RECITALS

WHEREAS, the Sponsor desires to purchase from the City the real property located at 1358 West Chestnut Street (a/k/a 921 North Noble Street), Chicago, Illinois (the "Boniface Parcel"), improved with the surviving structure of the historic St. Boniface Church (the "Church") and the adjoining rectory facility (the "Rectory" and together with the Church, the "Building") which Rectory is located on a subsection of the Boniface Parcel (such subsection, the "Rectory Parcel") and certain adjacent vacant land (the "Vacant Parcel"), in Chicago, Illinois, which parcels in the aggregate are approximately 32,980 square feet and are described on Exhibit A attached hereto (such parcels, collectively, the "Property"); and

WHEREAS, for financing purposes the Sponsor may request that the City sell the Property to the Developer, instead of to the Sponsor; and

WHEREAS, if the City sells the Property to the Sponsor, the Sponsor will cause the Property to be conveyed to the Developer immediately following the City's conveyance of the Property to the Sponsor; and

WHEREAS, the Developer shall use the Boniface Parcel and portions of the Building to develop an approximately seventy-five (75) unit senior housing complex, including at least nineteen (19) affordable housing rental units (the "Facility") (as more fully described on Exhibit B attached hereto, the "Phase I Project"); and

WHEREAS, the Church is a historic structure rated "Orange" by the Chicago Historical Survey and has been closed for approximately 10 years, and its physical condition has deteriorated to the point where rehabilitation of the entire Church structure is no longer feasible; and

WHEREAS, the Developer proposes to preserve certain historic features of the Church (as described below) while developing the Project (as defined below); and

WHEREAS, the features of the Church described on Exhibit C attached hereto have historical and architectural significance (such features, the "Significant Features"); and

WHEREAS, in order to secure and preserve the Significant Features of the Church, the Developer has proposed stabilizing and repairing the Significant Features, and re-using as much of the masonry of the original Significant Features as possible and as much of the non-masonry portions of the original Significant Features as commercially reasonable, subject to the terms and conditions of this Agreement, as part of the new Facility; and

WHEREAS, after the Developer acquires the Property, and subject to the terms and conditions of this Agreement, the Developer shall (i) initially and immediately proceed to perform the emergency stabilization work described on Exhibit D attached hereto (such work, the "Emergency Stabilization Work"), (ii) demolish (and haul away from the Property) the Rectory and certain portions of the Building that do not include the Significant Features, as more fully described on Exhibit E (such work, the "Demolition Work"), (iii) diligently proceed with the predevelopment work relating to the zoning, financing and other contracts and approvals required to satisfy the Phase I Closing Conditions (as defined in Section 12.B.) (such work, the "Predevelopment Work"), and (iv) if the Developer is unable to satisfy the Phase I Closing Conditions by the Phase I Project Outside Closing Date (as defined in Section 9.13.A.), and if so required by the City pursuant to Section 12.A., complete the Contingent Demolition Work (as defined in Section 9.13.B.) (the work described in clauses (i), (ii), (iii) and (iv) being referred to hereinafter collectively as the "Initial Project"); and

WHEREAS, although the parties contemplate that the closing for the Phase I Project will occur on or before eighteen (18) months following the date of the Developer's acquisition of the Property, in the event that such closing should not occur, the City has required the Developer, at the time of the Closing (as defined in Section 4), to deposit Reconveyance Deeds (as defined in Section 9.11), to establish an Interest Reserve (as defined in Section 9.13), and to enter into a Subordination and Forbearance Agreement (as defined in Section 9.7) with the Initial Project

Lender (as defined in Section 8) to assure the City of its ability to reacquire title to the Property and to remarket the Property to a new developer, all subject to the terms and conditions of this Agreement; and

WHEREAS, as a potential second phase of development, and subject to the terms and conditions of this Agreement, the Developer further intends to use commercially reasonable efforts to develop the Vacant Parcel for senior housing, as more fully described on Exhibit B attached hereto (the "Phase II Project") (the Initial Project, the Phase I Project and the Phase II Project are collectively, the "Project"); and

WHEREAS, the appraised value of the Property on January 23, 2009, was Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000); and

WHEREAS, the City desires to sell the Property (or cause the sale of the Property) to the Sponsor, or at the Sponsor's request to the Developer, for One and No/100 Dollar (\$1.00); and

WHEREAS, as additional consideration for the transfer of the Property, the Developer has agreed to complete the Initial Project, to complete the Phase I Project, and to use commercially reasonable efforts to develop the Vacant Parcel with the Phase II Project, and to perform the other obligations set forth herein, subject to the terms and conditions of this Agreement; and

WHEREAS, the City Council, pursuant to an ordinance adopted on June 30, 2010, and published at pages 95169 through 95296 in the Journal of the Proceedings of the City Council of such date, authorized the sale of the Property to the Developer, or to the Sponsor for immediate reconveyance to the Developer, subject to the execution, delivery and recording of this Agreement; and

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

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

#### SECTION 1. INCORPORATION OF RECITALS.

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

#### SECTION 2. PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City hereby agrees to sell (or cause to be sold), and the Sponsor, or at the Sponsor's option the Developer, hereby

agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, which has an appraised fair market value of Four Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$4,950,000.00), for the sum of One and 00/100 Dollar (\$1.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Sponsor and the Developer acknowledge that the Purchase Price is less than the fair market value of the Property and that the City has only agreed to sell the Property to the Sponsor or the Developer for the Purchase Price because the Sponsor and the Developer have agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 14.

### SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money. [Intentionally omitted.]

3.2 Performance Deposit. [Intentionally omitted.]

### SECTION 4. CLOSING.

The closing for the purchase and sale of the Property and Initial Project (the "Closing") shall take place at the downtown offices of Ticor Title Insurance Company, 203 North LaSalle Street, Suite 2200, Chicago, Illinois 60602 (the "Title Company"), on such date as the parties mutually agree upon in writing within thirty (30) days after the Sponsor, the Developer and the City have satisfied all conditions precedent set forth in Section 9, unless DCD (and when applicable, the Developer), in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing occur (a) until the Sponsor and the Developer have satisfied all conditions precedent set forth in Section 9, unless DCD, in its sole discretion, waives such conditions, and (b) any later than November 15, 2010 (the "Outside Closing Date"). On or before the Closing Date, the City shall deliver to the Title Company the Deed (as defined in Section 5), all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. **The Closing Date is October 20, 2010.**

### SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall convey the Property to the Sponsor, or upon the Sponsor's written request to the Developer, by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;
- (c) all easements, encroachments, covenants and restrictions of record and not shown of record;

- (d) such other title defects as may exist; and
- (e) any and all exceptions caused by the acts of the Developer or its agents.

In the event that the Property is to be conveyed directly by The Catholic Bishop of Chicago, a corporation sole (the "CBC") to the Developer, or to the Sponsor for immediate reconveyance to the Developer, in accordance with the CBC / City Purchase Contract (as defined in Section 9.12), then the Deed from the CBC shall be in such form as required under the CBC / City Purchase Contract.

5.2 Recording Costs. The Sponsor shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Sponsor.

## SECTION 6. TITLE AND SURVEY.

6.1 The Sponsor and the Developer acknowledge that the City has no duty to deliver to the Sponsor or the Developer a commitment for an owner's policy of title insurance for the Property (the "Title Commitment") or a survey of the Property. The Sponsor shall be solely responsible for and shall pay all costs associated with obtaining and updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Sponsor shall also be solely responsible for and shall pay all costs associated with obtaining any survey. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing; provided that in the event that the Property is to be conveyed directly by the CBC to Sponsor in accordance with the CBC / City Purchase Contract, then the City shall not be required to deliver such documents, and CBC shall deliver such closing documents as are required to be delivered in accordance with the CBC / City Purchase Contract. At the Closing, the Sponsor shall deliver to the City a copy of any owner's policy of title insurance, if any, obtained with respect to the Property.

6.2 The City shall have no duty to clear any title exceptions or clear any encumbrances on title. If the Sponsor is unsatisfied with the condition of title, the Sponsor's sole right shall be to do one of the following: (a) accept title to the Property subject to any and all title exceptions, which shall then become Permitted Exceptions; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, no party shall have any further right, duty or obligation hereunder. If the Sponsor elects not to terminate this Agreement as aforesaid, the Sponsor (or the Developer, if applicable) agrees to accept title subject to the exceptions. The Sponsor shall be responsible for all taxes accruing after the Closing.

## SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all applicable building permits and other required permits (other than scaffolding permits) and approvals for (a) the Demolition Work with respect to the Rectory no later than twenty-one (21) business days following the Closing Date, and (b) the balance of the Initial Project, no later than sixty (60) business days following the Closing Date, and shall pursue such permits and approvals in good faith and with all due diligence. The Developer's building permit application for the work described in (b) of the preceding sentence shall include the engineer's report, which has been submitted in accordance with the second paragraph of Exhibit D of this Agreement and approved by DCD. The Developer shall apply for all scaffolding permits necessary to perform the Initial Project no later than six (6) months following the Closing Date.

## SECTION 8. BUDGET AND PROOF OF FINANCING.

The total budget for the Initial Project is currently estimated to be One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (the "Preliminary Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DCD for approval a final budget ("Budget") materially consistent with the Preliminary Budget. The Preliminary Budget and the Budget shall separately identify those costs associated with the Emergency Stabilization Work, the Demolition Work, the Predevelopment Work and the Contingent Demolition Work.

Prior to the Closing Date, the Developer shall submit to DCD for approval, in its sole discretion, evidence of equity, if any, and loan funds committed and available and adequate to finance the Initial Project and the Interest Reserve ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the lender (together with its successors and assigns, the "Initial Project Lender") financing the Initial Project (the "Initial Project Financing"), and evidence of the Developer's ability to make an equity contribution in the amount necessary to fill the gap between (i) the amounts budgeted for the Initial Project and the Interest Reserve and (ii) any approved financing. The dollar amount of such Initial Project Financing inclusive of the Interest Reserve and the funding for the Contingent Demolition Work Escrow account shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000). The Developer acknowledges and agrees that the City shall require the Initial Project Lender to enter into the Subordination and Forbearance Agreement (as defined in Section 9.7) with the City consistent with the terms of this Section 8 and as described in Section 9.7. The Initial Project Lender may, at any time, sell, assign or transfer any and all of its rights in and to the Initial Project Financing to the CBC, in which case, the CBC shall be bound by the terms and conditions of the Subordination and Forbearance Agreement as if it were a party thereto; provided, however, that no such sale, assignment or transfer shall be effective prior to the occurrence of both:

(a) the Initial Project Lender's funding the Initial Project Financing, inclusive of the Interest Reserve, in an amount equal to the lesser of:

(i) \$1,500,000; and

(ii) the sum of the aggregate dollar amount of the costs the Developer incurred in completing the Initial Project and the dollar amount of the Interest Reserve; and

(b) the Phase I Project Outside Closing Date (as defined in Section 9.13.A.).

## SECTION 9. CONDITIONS TO THE CITY'S AND TO THE SPONSOR'S OR THE DEVELOPER'S OBLIGATION TO CLOSE.

The obligations of the City, the Sponsor and the Developer under this Agreement are contingent upon each of the following being satisfied on or before the Closing Date, or on such other date as may be expressly provided for below, unless waived in writing by the Commissioner of DCD (the "Commissioner"); provided, however, that for the conditions set forth in Sections 9.2, 9.7, 9.12 and 9.14, the written waiver of the Commissioner shall not be effective unless the Developer has requested in writing such waiver or concurs in writing with such waiver:

9.1 Final Governmental Approvals. [Intentionally omitted.]

9.2 Budget and Proof of Financing. The City shall have approved the Developer's Budget and Proof of Financing.

9.3 Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close or draw down on the Initial Project Financing and be in a position to immediately commence the Emergency Stabilization Work and the Demolition Work, subject to the receipt of all required permits and approvals for such work applied for in accordance with Section 7.

9.4 Insurance. The Developer shall have delivered to the City evidence of insurance reasonably acceptable to the City, and in accordance with the insurance coverages and requirements specified in Exhibit H of this Agreement.

9.5 Legal Opinion. The Sponsor and the Developer each shall, at the City's request, deliver to the City a legal opinion in a form reasonably acceptable to the City's Corporation Counsel.

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

9.7 Intercreditor, Subordination, Forbearance, Assumption and Development Agreement. On the Closing Date, and prior to recording any mortgage securing the Initial Project Financing approved pursuant to Section 8, the Developer shall, at the City's request, deliver to the City an Intercreditor, Subordination, Forbearance, Assumption and Development

Agreement (the "Subordination and Forbearance Agreement") entered into by and among the City, the Developer and the Initial Project Lender, in which: (a) the Initial Project Lender agrees to subordinate the lien of its mortgage to the covenants running with the land, as specified in Section 18 hereof, or such subordination assurance as the Corporation Counsel shall deem acceptable; (b) the Initial Project Lender shall limit the advance of principal indebtedness secured by the lien of its mortgage to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000); (c) the Initial Project Lender agrees to establish and disburse the Interest Reserve; (d) the Initial Project Lender agrees to implement appropriate standstill provisions acceptable to the parties providing for a twenty-four (24) month period (the "City Remarketing Period") subsequent to the Phase I Project Outside Closing Date in which the City may acquire title to all or any portion of the Property pursuant to the Reconveyance Deed, remarket the Property pursuant to Section 19.7 and be protected against the Initial Project Lender's exercise of remedies; (e) the Initial Project Lender agrees to release the lien of the Initial Project Financing with respect to the Rectory Parcel if, following the City's issuance of the Certificate of Completion for the Phase I Project, the City waives the requirement that the Developer obtain a Certificate of Completion for the Phase II Project and the City notifies the Initial Project Lender that the City will take title to the Rectory Parcel and (f) unless the outstanding balance of the mortgage is fully repaid in accordance with Section 19.8, upon the City's subsequent sale of the Property during the City Remarketing Period, the Initial Project Lender shall have the right to foreclose upon the lien of its mortgage against the Property and be permitted to exercise any and all of its rights and remedies against the Developer (but not the City), and which Subordination and Forbearance Agreement shall otherwise be in such form and substance as may be agreed to by the City, the Initial Project Lender and the Developer.

9.8 MBE/WBE Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors, if any, shall meet with staff from DCD regarding compliance with the MBE/WBE, city residency hiring, prevailing wage and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

9.9 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer and of the Sponsor in Section 24 and elsewhere in this Agreement shall be true and correct.

9.10 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the operating agreement of the Developer, as certified by the managing member of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request. The Sponsor shall have delivered to the City the Sponsor's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Sponsor, as certified by the secretary of the Sponsor; resolutions authorizing the Sponsor to execute and deliver this Agreement and any



other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

9.11 Reconveyance Deeds. Prior to the conveyance of the Property to the Sponsor (or, at the Sponsor's request, to the Developer), the Developer shall deliver to the City (a) a special warranty deed for the Property, in recordable form naming the City as grantee (the "Reconveyance Deed"), for possible recording in accordance with Section 19.6 below and (b) a special warranty deed for the Rectory Parcel, in recordable form naming the City as grantee (the "Rectory Parcel Reconveyance Deed"), for possible recording in accordance with Section 19.6 below (such reconveyance deeds, collectively, the "Reconveyance Deeds"). The City will return the Reconveyance Deed to the Developer promptly upon written request from the Developer following the satisfaction of the Phase I Closing Conditions. The City will return the Rectory Parcel Reconveyance Deed to the Developer promptly upon written request from the Developer following the satisfaction of the Phase II Closing Conditions or DCD's waiving the requirement that the Developer obtain a Certificate of Completion for the Phase II Project.

9.12 Other Transactions. The Closing is contingent upon (a) the execution of a lease between the City (as lessee) and the Board of Education of the City of Chicago for the property located at 363 West Hill Street, Chicago, Illinois, and commonly known as Richard E. Byrd Elementary Community Academy ("Byrd School"); (b) the execution of a sublease (the "Sublease") between the City and the CBC for Byrd School; (c) the execution of a Real Estate Exchange Agreement between the CBC and the City with respect to the exchange of the Sublease for the Property (the "CBC / City Purchase Contract"); and (d) the execution of an agreement (the "Option Agreement") between the CBC and the Developer that grants the CBC the option to purchase the Property (including all improvements thereon) from the Developer (or any successor or assignee thereto) on the ninety-ninth (99<sup>th</sup>) anniversary of the Closing Date.

#### 9.13 Escrow Accounts.

A. On the Closing Date, the Developer shall have entered into (i) a cash escrow agreement with the Title Company, in a form reasonably acceptable to the City, (ii) an interest reserve agreement with the Initial Project Lender or (iii) such other security and reserve account as may be acceptable to the Commissioner and the Corporation Counsel, in their sole discretion (each of (i), (ii) and (iii), an "Interest Reserve"), in each case funded or otherwise committed to at Closing in an amount equal to the sum of: (x) interest on the Initial Project Financing from the Closing Date until the date that is eighteen months after the Closing Date (such date, the "Phase I Project Outside Closing Date"); plus (y) interest payments on the Initial Project Financing for the first twelve (12) months of any City Remarketing Period following such Phase I Project Outside Closing Date, all on terms and conditions consistent with the Subordination and Forbearance Agreement. The purpose of the Interest Reserve shall be to assure the City and the Initial Project Lender that the interest shall be paid currently on the Initial Project Financing prior to the Phase I Project Outside Closing Date and, if the Phase I Closing Conditions have not been satisfied on or before the Phase I Project Outside Closing Date, during the first twelve (12) months after the Phase I Project Outside Closing Date so that the City will have the City Remarketing Period in

which to reacquire title to the Property, remarket the Property, and prevent any foreclosure of the Initial Project Lender's mortgage during such work-out and remarketing period, subject to the terms and conditions of the Subordination and Forbearance Agreement.

B. On the Closing Date, the Developer shall have also entered into a cash escrow agreement (the "Contingent Demolition Work Escrow") with the Title Company, in a form acceptable to the City and Developer, and shall have funded such account in an amount equal to Four Hundred Ninety-Five Thousand Dollars (\$495,000). The purpose of such account shall be to assure the City that if the Phase I Closing Conditions have not been satisfied on or before the Phase I Project Outside Closing Date, at the City's sole option, the Developer (if the City delivers written notice to Developer within ninety (90) days following the Phase I Project Outside Closing Date that the City elects to cause the Developer to do so) or the City, shall have funds available to demolish and haul away from the Property the entire Building to grade and to remove any foundations (the "Contingent Demolition Work"). The dollar amount of the Contingent Demolition Work Escrow account shall decrease by the following amounts as the following milestones are achieved:

(i) Fifty-five Thousand Dollars (\$55,000) upon the City's notifying the escrow agent that the Developer has completed demolition of the Rectory, which notice the City will promptly provide following the Developer's completion of such demolition;

(ii) Two Hundred Seventy-Five Thousand Dollars (\$275,000) upon the City's notifying the escrow agent that the Developer has completed the balance of the Demolition Work, which notice the City will promptly provide following the Developer's completion of the balance of the Demolition Work; and

(iii) One Hundred Sixty-Five Thousand Dollars (\$165,000), upon delivery of written notice from the City to Developer, Lender and the Escrow Agent that the Phase I Closing Conditions have been satisfied on or before the Phase I Project Outside Closing Date, which notice the City will promptly provide following the satisfaction of the Phase I Closing Conditions (provided that they have been satisfied on or before the Phase I Project Outside Closing Date).

9.14 Other Obligations. On the Closing Date, the Developer, the Sponsor and the City shall have performed all of the other obligations required to be performed by the Sponsor, the Developer and the City, respectively, under this Agreement as and when required under this Agreement. If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, or waived by DCD (or the Developer, as applicable) in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Sponsor and the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, the parties shall not have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right. The Sponsor and the Developer are not obligated to close if the conditions in this Section 9 have not been satisfied or waived by the applicable party(ies).

## SECTION 10. CONSTRUCTION REQUIREMENTS, AFFORDABILITY REQUIREMENTS AND PRESERVATION REQUIREMENTS.

10.1 Site Plans. The Developer shall construct the Phase I Project on the Property substantially in accordance with the final design development drawings and specifications prepared by Vasilko Architects Associates, Inc., 57 West Grand Avenue, Suite 400, Chicago, Illinois 60654, and dated May 3, 2010, which have been approved by DCD and which are attached hereto as Exhibit F ("Design Development Drawings"). No material deviation from the Design Development Drawings may be made without the prior written approval of DCD, in its reasonable discretion. If the Developer submits and DCD approves revised design development drawings and specifications after the date of this Agreement, the term "Design Development Drawings" as used herein shall refer to the revised design development drawings and specifications upon DCD's written approval of the same. Prior to the Developer's commencing the Phase II Project, if at all, the Developer must submit to DCD, for review and approval, in its reasonable discretion, design development drawings and specifications for such Phase II Project. The Developer must construct the Phase II Project, if at all, in accordance with the final design development drawings and specifications approved by DCD and must not materially deviate from such final design drawings and specifications without the prior written approval of DCD, in its reasonable discretion. Notwithstanding the foregoing, if after the date of this Agreement the City Council approves a planned development ordinance governing the Phase I Project, and as part of the process of approving such ordinance DCD approves the drawings attached to same, the term "Design Development Drawings" as used herein shall refer to the revised design development drawings and specifications attached to such planned development ordinance.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve, in its reasonable discretion, any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion for the Phase I Project, and, if the Developer commences the Phase II Project, through the date the City issues the Certificate of Completion for the Phase II Project, any duly authorized representative of the City shall have access to the Property at all reasonable times upon prior reasonable notice for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades and Signs. Promptly after the Closing, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may, at its sole cost and expense, erect and maintain a sign that identifies the lender that originated the Initial Project Financing. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DCD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

10.5 Affordability Requirements. The City's Affordable Housing Ordinance (Municipal Code of Chicago, Section 2-45-110), amended as follows, shall apply to the Project:

A. Each of the rental units in the Facility and in any senior housing complex developed pursuant to the Phase II Project shall be deemed a "Housing Unit" for purposes of the Affordable Housing Ordinance and this Agreement.

B. The Developer must lease no fewer than nineteen (19) of the Housing Units in the Facility (i) to tenants whose household incomes, adjusted for family size, do not exceed fifty percent (50%) of the Chicago Primary Metropolitan Statistical Area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD") (each, a "Qualified Resident" and together, the "Qualified Residents") and (ii) at a rent that does not exceed the maximum affordable rent, adjusted for bedroom size and utilities, at fifty percent (50%) AMI, for the current year as determined by HUD ("Affordable Price") (each Housing Unit that is rented at an Affordable Price to a Qualified Resident is an "Affordable Unit").

C. At least ten percent (10%) of the Housing Units developed pursuant to the Phase II Project must be Affordable Units; provided, however, that if the City provides any financial assistance to the Developer for the Phase II Project, then at least twenty percent (20%) of the Housing Units developed pursuant to the Phase II Project must be Affordable Units.

10.6 Preservation of the Significant Features. The Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property, the Church or the Facility, that following the City's issuance of the Certificate of Completion for the Phase I Project, the Developer, its successors and assigns:

(1) shall not demolish, remove or raze the Significant Features, unless required by law or if the Significant Features pose a threat to persons or property and other means are not available to ameliorate those threats or if DCD gives its written consent;

(2) shall not undertake or permit to be undertaken any of the following changes with regard to the Significant Features, unless either: (x) such changes are required under the Design

Development Drawings that have been approved by DCD in accordance with Section 10.1 hereof; or (y) the Developer, its successors or assigns shall first receive the express written consent of DCD, which written consent or refusal to grant such consent shall be in DCD's reasonable discretion and shall include a statement of the reasons for such refusal (if applicable), and shall be delivered to the Developer by DCD within thirty (30) days of receipt of the Developer's written request for such approval: (a) increase or decrease the height of the Significant Features; (b) adversely affect the structural soundness of the Significant Features; (c) make any changes in the Significant Features, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Significant Features; (d) erect anything on the Significant Features which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration; or (e) undertake any significant reconstruction, repair, repainting or refinishing of the Significant Features that alters its state from the condition as described in the Design Development Drawings; and

(3) shall use commercially reasonable efforts to perform ordinary maintenance on the Significant Features in order to maintain their appearance and structural soundness and to prevent any further deterioration of the Significant Features.

The Deed shall contain the covenants set forth in this Section 10.6.

10.7 Survival. The provisions of this Section 10 shall survive the Closing.

#### SECTION 11. LIMITED APPLICABILITY.

Any approval given by DCD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such DCD approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

#### SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

A. Initial Project. Subject to the receipt of all applicable government approvals, the Developer shall commence the Initial Project on the Closing Date and shall substantially complete the Emergency Stabilization Work and the Demolition Work no later than nine (9) months following the receipt of all applicable governmental approvals. Notwithstanding the foregoing, (i) the Developer shall complete the demolition of the Rectory within sixty (60) days following the City's issuance of the demolition permit for such work and (ii) complete the installation of all scaffolding necessary for the Emergency Stabilization Work within ninety (90) days following the City's issuance of the scaffolding permit. The Developer must complete the Predevelopment Work within eighteen (18) months following the Closing Date. If the Phase I Closing Conditions have not been satisfied on or before the Phase I Project Outside Closing Date, at the Developer's sole expense, the Developer, or at the City's sole option the City, shall promptly perform or cause to be performed the Contingent Demolition Work.

B. Phase I Project. Unless waived in writing by the Commissioner, the Developer shall (i) satisfy the Phase I Closing Conditions no later than eighteen (18) months following the Closing Date, and (ii) substantially complete the construction of the Phase I Project (as reasonably determined by DCD) no later than forty-two (42) months following the Closing Date.

The "Phase I Closing Conditions" are as follows:

i. The Developer shall have delivered to the City evidence of all applicable building permits and other final governmental approvals necessary for the Phase I Project.

ii. The City shall have reasonably approved the Developer's final budget, MBE/WBE budget for Phase I and evidence of equity and loan funds committed and available and adequate to finance the Phase I Project, subject to the satisfaction of the other Phase I Closing Conditions. The lender for the Phase I Project must agree, in a form reasonably acceptable to the City's Corporation Counsel, to release the lien of its financing with respect to the Rectory Parcel if, following the City's issuance of the Certificate of Completion for the Phase I Project, the City waives the requirement that the Developer obtain a Certificate of Completion for the Phase II Project and the City notifies the Phase I Project lender that the City will take title to the Rectory Parcel.

iii. The Developer shall timely close or draw down on any financing for the Phase I Project and be in a position to immediately commence such work, subject to the satisfaction of the other Phase I Closing Conditions.

iv. The Developer shall have delivered to the City evidence of liability and property insurance reasonably acceptable to the City (based on Section 9.4).

v. The Developer shall have delivered for review and reasonable approval design drawings and specifications for the Phase I Project and such design drawings and specifications have been reasonably approved by DCD.

vi. The City shall have issued the Certificate of Completion for the Initial Project.

vii. The Developer shall have satisfied such other requirements as the City may reasonably require with respect to the closing and construction of the Phase I Project.

C. Phase II Project. The Developer shall (i) use commercially reasonable efforts to satisfy the Phase II Closing Conditions (as set forth below) by a date (such date, the "Phase II Project Outside Closing Date") five (5) years following issuance of the Certificate of Completion for the Phase I Project (as defined in Section 13), and (ii) in the event the Developer satisfies the Phase II Closing Conditions, substantially complete construction of the Phase II Project no later than twenty-four (24) months following the satisfaction of the Phase II Closing Conditions.

The Phase II Closing Conditions are as follows:

i. The Developer shall have delivered to the City evidence of all applicable building permits and other final governmental approvals necessary for the Phase II Project.

ii. The City shall have reasonably approved the Developer's final budget, MBE/WBE budget for Phase II and evidence of equity and loan funds committed and available and adequate to finance the Phase II Project, subject to the satisfaction of the other Phase II Closing Conditions.

iii. The Developer shall timely close or draw down on any financing for the Phase II Project and be in a position to immediately commence such work, subject to the satisfaction of the other Phase II Closing Conditions.

iv. The Developer shall have delivered to the City evidence of liability and property insurance reasonably acceptable to the City (based on Section 9.4).

v. The Developer shall have delivered for review and reasonable approval design drawings and specifications for the Phase II Project and such design drawings and specifications have been reasonably approved by DCD.

vi. The City shall have issued the Certificate of Completion for the Phase I Project.

vii. The Developer shall have satisfied such other requirements as the City may reasonably require with respect to the closing and construction of the Phase II Project.

The Commissioner of DCD shall have discretion to extend any of the construction commencement and completion dates for the Phase I Project and the Phase II Project by up to six (6) months each for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Phase I Project and of the Phase II Project. The Developer shall construct the Phase I Project and the Phase II Project in accordance with all Laws and covenants and restrictions of record.

### SECTION 13. CERTIFICATES OF COMPLETION.

The Developer shall request from the City a certificate of completion upon the completion of the Initial Project (the "Certificate of Completion for the Initial Project"), an additional certificate of completion upon the completion of the Phase I Project ("Certificate of Completion for the Phase I Project"), and an additional certificate of completion upon the completion of the Phase II Project ("Certificate of Completion for the Phase II Project") (the Certificate of Completion for the Initial Project, the Certificate of Completion for the Phase I Project and the Certificate of Completion for the Phase II Project are collectively, the "Certificates of Completion" and individually, a "Certificate of Completion"), in accordance with this Agreement. Within thirty (30) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either (a) the Certificate of

Completion, which the City shall issue if, in the City's reasonable discretion, the Developer has substantially completed the Initial Project, the Phase I Project or the Phase II Project, as applicable, in conformity with this Agreement, or (b) a written statement indicating in adequate detail how the Developer has failed to complete the Initial Project, Phase I Project or the Phase II Project, as applicable, in conformity with this Agreement, or is otherwise in default under this Agreement, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. Each Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Initial Project, Phase I Project or Phase II Project, as applicable. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Initial Project, Phase I Project or Phase II Project, and shall not serve as any "guaranty" as to the quality of the construction.

If, in the Developer's opinion, commercially reasonable efforts would not be sufficient to complete the Phase II Project, then the Developer may request from DCD a waiver of the requirement to obtain a Certificate of Completion for the Phase II Project. Such request will set forth the bases for the Developer's request. Whether to issue such a waiver will be based solely on DCD's reasonable determination as to whether the Phase II Project can be completed through commercially reasonable efforts. The waiver will be in recordable form.

Notwithstanding anything to the contrary in this Agreement, the Developer shall not be in default of its obligations under Section 12.C. and shall not be required to satisfy the Phase II Closing Conditions, and DCD shall issue its waiver (in recordable form) to obtain a Certificate of Completion for the Phase II Project upon written request of the Developer at any time after the Phase II Project Outside Closing Date, provided that the Developer has demonstrated to the Commissioner's reasonable satisfaction that any of the following circumstances exists at the time of the request for such waiver: (1) economic, market, supply and/or demand conditions such that the development and construction of the Phase II Project as a senior housing complex (including the costs and construction periods relating thereto) would not be economically viable; (2) mortgage financing for the development and construction of the Phase II Project as a senior housing complex is not available at commercially reasonable rates; or (3) changes in Laws (including but not limited to tax laws and regulations) from and after the date of this Agreement would have a materially adverse impact on the economic feasibility of the operation of the Phase II Project as a senior housing complex.

If DCD waives the requirement that the Developer obtain a Certificate of Completion for the Phase II Project, then, at the Developer's option, the Developer shall within forty-five (45) business days following the date of DCD's waiver, either (i) pay the City the fair market value of the Rectory Parcel, as determined by an appraisal of the Rectory Parcel as of the date of the City's waiver of the requirement to obtain a Certificate of Completion for the Phase II Project, such appraisal performed at the Developer's expense by an appraiser reasonably acceptable to the City or (ii) request the City record the Rectory Parcel Reconveyance Deed subject only to those



title exceptions and environmental conditions that existed at the time the City or the CBC, as applicable, conveyed the Rectory Parcel to the Sponsor (or to the Developer, if applicable). If the Developer requests the City to record the Rectory Parcel Reconveyance Deed, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Rectory Parcel was owned by the Sponsor or the Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (and expressly including any mortgage authorized pursuant to this Agreement (such mortgage, an "Authorized Mortgage")) placed on the Rectory Parcel during the period of time the Rectory Parcel was owned by the Sponsor or the Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Rectory Parcel Reconveyance Deed, such recording is effective for purposes of transferring title to the Rectory Parcel to the City.

#### SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that, subject to the provisions of Section 18, it:

14.1 Shall devote the Property or any part thereof to construct the Project.

14.2 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Property or any part thereof or the Project or any part thereof; provided that, the Developer may discriminate based on age to the extent both reasonably necessary to develop and operate the Project as a senior housing complex and permitted by applicable Laws.

14.3 Shall comply with the affordable housing requirements set forth in Section 10.5.

14.4 Shall use the Vacant Parcel solely for senior housing or for a use that is ancillary to the senior housing constructed on the Boniface Parcel. The restrictive covenant set forth in this Section 14.4 shall terminate if, and only if, all the following conditions are satisfied:

- a. On the date that is forty-two (42) months following the Closing Date (the "42-Month Post-Closing Date"), there remains an outstanding balance on the Initial Project Financing (the outstanding balance on the 42-Month Post-Closing Date, the "Outstanding Balance").
- b. The Initial Project Lender acknowledges that the City is not liable for any amounts owed by the Developer or any other party to the Initial Project Lender.
- c. The Initial Project Lender is in compliance with the Subordination and Forbearance Agreement.
- d. The Initial Project Lender has not adversely interfered with the City's efforts to remarket the Property to a new developer.
- e. The Initial Project Lender has agreed, in a form reasonably acceptable to the City, if the Initial Project Lender comes into title to the Property, the Initial Project Lender shall within five (5) years of coming into title to the Property convey the Property to a bona fide purchaser that is not an "Affiliate of the Initial Project Lender" (as defined below), and concurrent with the Initial

Project Lender's conveyance of the Property, the proceeds arising from such sale (or each sale, if the Property is sold incrementally within such five (5) year period and not as a whole) shall be applied to pay the following amounts in the following order of priority:

First: Pay to the Initial Project Lender an amount equal to the Outstanding Balance. If the Initial Project Lender sells the Property incrementally, the sales proceeds shall cease to be applied to this item "First" once the Outstanding Balance has been paid in full.

Second: Pay to the Initial Project Lender an amount equal to the sum of the following costs that the Initial Project Lender incurred as a result of its ownership of the Property, or, in the event the Initial Project Lender is not selling the entire Property, such costs as are attributable to the portion of the Property that is being sold, during the period beginning on the date the Initial Project Lender comes into title to the Property pursuant to this Section 14.4 (the "Initial Project Lender Acquisition Date") and ending on the earlier of (x) the date the Initial Project Lender conveys the Property or portion thereof and (y) the date that is twenty-four (24) months after the Initial Project Lender Acquisition Date: real estate taxes, property and liability insurance, maintenance costs, reasonable legal fees, court costs, title insurance expenses, and, in the case of the sale of the Property, broker's commission.

Third: Pay to the Initial Project Lender an amount equal to the interest that accrued on the Outstanding Balance at the initial mortgage interest rate of the Initial Project Financing during the period beginning the first day of the thirteenth month of the City Remarketing Period and ending on the last day of the City Remarketing Period. If the Initial Project Lender sells the Property incrementally, the sales proceeds shall cease to be applied to this item "Third" once the interest that has accrued on the Outstanding Balance during the period beginning the first day of the thirteenth month of the City Remarketing Period and ending on the last day of the City Remarketing Period has been paid in full.

Fourth: Pay to the City any funds remaining from the sales proceeds.

If the conditions set forth in subsections 14.4.a. through 14.4.e. have been satisfied, then the Initial Project Lender shall have the right to foreclose its mortgage on the Property or, upon the Initial Project Lender's written request, the City will convey the Property to the Initial Project Lender pursuant to a deed-in-lieu of foreclosure. In either situation, the City will execute and deliver to the Initial Project Lender such documents as are necessary to release the Vacant Parcel from the restrictive covenant set forth in this Section 14.4. The Sponsor and the Developer acknowledge and agree, and the Subordination and Forbearance Agreement shall provide, that the City also may, in its sole

discretion, elect to release the restrictive covenant set forth in this Section 14.4 upon the City's conveyance of the Vacant Parcel to a new developer prior to the 42-Month Post-Closing Date; in such case, the Initial Project Lender shall have a first claim against the resale proceeds up to the dollar amount of the Outstanding Balance. If the City releases the Vacant Parcel from the restrictive covenant set forth in this Section 14.4, then following such release the use of the Vacant Parcel must be in accordance with the zoning restrictions (as may be amended from time to time) that are applicable to such Vacant Parcel and in accordance with any covenants (other than the restrictive covenant set forth in this Section 14.4) running with the land.

For purposes of this Section 14.4, "Affiliate of the Initial Project Lender" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Initial Project Lender.

14.5 Shall comply with the preservation of Significant Features covenants set forth in Section 10.6.

## SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Subject to the provisions of Section 18, the Developer may not, without the prior written consent of DCD, which consent shall be in DCD's sole discretion: (a) directly or indirectly sell, transfer, lease or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement (the transactions described in (a) and (b) are collectively, "Transfers" and individually, a "Transfer"); provided that (i) the Sponsor is authorized to convey the Property to the Developer as set forth in this Agreement without obtaining the consent of DCD and (ii) DCD's consent shall not be required with respect to any lease of any Housing Unit and or, commencing five (5) years after date the City issues the Certificate of Completion for the Phase I Project, with respect to any Transfer of any commercial space in the Property. The Sponsor and the Developer acknowledge and agree that DCD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee, lessee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Sponsor or the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Sponsor or the Developer is a business entity, no principal party of the Sponsor or the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion for the Phase II Project (or waiver thereof) to anyone other than another principal party, without the prior written consent of DCD, which consent shall be in DCD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

## SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Phase II Project (or waiver thereof), the Sponsor and the Developer shall not, without DCD's prior written consent, which shall be in DCD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any mortgage approved pursuant to Section 9.2, Section 12.B.ii. and Section 12.C.ii., and except for any "permanent" or "take-out" mortgage for the Phase I Project following the issuance of a Certificate of Completion for the Phase I Project, provided that the dollar amount secured by such "permanent" or "take-out" mortgage does not exceed the dollar amount permitted to be secured by the mortgage(s) approved pursuant to Section 9.2, Section 12.B.ii. and Section 12.C.ii.

## SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 9.2, Section 12.B.ii. or Section 12.C.ii., execute and record a Subordination and Forbearance Agreement (as defined in Section 9.7). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion for the Phase II Project (or waiver thereof), whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be bound by the covenants running with the land specified in Section 18.

## SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 10.5 (Affordability Requirements), Section 10.6 (Preservation of the Significant Features), Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 14.1, Section 15 and Section 16 shall terminate upon the earlier of: (i) issuance of the Certificate of Completion for the Phase II Project (or waiver thereof) and (ii) the Initial Project Lender's coming into title to the Property or any portion thereof pursuant to the terms of this Agreement. The covenants contained in Section 10.6 and Section 14.5 shall remain in effect without limitation as to time; provided however, such covenants shall terminate upon the commencement of the Contingent Demolition Work if such work is performed pursuant to Section 12.A. The covenants contained in Section 10.5 and Section 14.3 shall terminate on the earlier of (i) the date that the Project no longer is required to provide Affordable Units in accordance with the Affordable Housing Ordinance (Municipal Code of Chicago, Section 2-45-110) and (ii) the Initial Project Lender's coming into title to the Property or any portion thereof

pursuant to the terms of this Agreement. The covenant contained in Section 14.4 shall remain in effect without limitation as to time; provided however, such covenant shall terminate upon the satisfaction of the conditions set forth in subsections 14.4.a. through 14.4.e.

## SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the performance by the Sponsor, the Developer and the City of their respective obligations under this Agreement.

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer, within twenty (20) days after the beginning of any such delay, submits to the Commissioner a written request for an extension which sets forth the basis for such request in reasonable detail.

The Sponsor shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Sponsor's control and without the Sponsor's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Sponsor, within twenty (20) days after the beginning of any such delay, submits to the Commissioner a written request for an extension which sets forth the basis for such request in reasonable detail.

19.3 Cure. If the Sponsor or the Developer defaults in the performance of its obligations under this Agreement, the Sponsor or the Developer, as applicable, shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Sponsor or the Developer, as applicable, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e), (g), (h) and (j).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Sponsor or the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) that is not true and correct in any material respect.

(b) A petition is filed by or against the Sponsor or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to commence or complete the Initial Project or the Phase I Project in accordance with the timelines outlined in Section 12 above, or the Developer does not receive a waiver of the requirement to obtain a Certificate of the Phase II Project and fails to commence or complete the Phase II Project in accordance with the timelines outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to timely pay real estate taxes or assessments affecting the Property or any part thereof when due (subject to the Developer's right to contest or appeal such taxes or assessments in accordance with applicable laws), or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) The Sponsor fails to consummate the Closing by the Outside Closing Date, unless DCD, in its sole discretion, extends the Outside Closing Date.

(h) The Developer fails to satisfy the Phase I Closing Conditions by the Phase I Project Outside Closing Date.

(i) The Developer fails to satisfy the Phase II Closing Conditions by the Phase II Project Outside Closing Date, unless DCD has waived the requirement that the Developer obtain a Certificate of Completion for the Phase II Project.

(j) The Developer fails to timely file the motions or enter the consent decree described in Section 33 or materially fails to comply with such decree.

(k) The Sponsor or the Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against the Sponsor, the Developer or both.

19.6 After Closing.

- A. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion for the Phase I Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may direct the Developer to carry out the Contingent Demolition Work at the Developer's sole cost and expense, terminate this Agreement, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City pursuant to the Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of an Authorized Mortgage, and shall otherwise be subject to the terms and conditions of the Subordination and Forbearance Agreement entered into in connection with such mortgage. If the Reconveyance Deed is recorded by the City in accordance with this Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Property was owned by the Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (but expressly excluding any Authorized Mortgage) placed on the Property during the period of time the Property was owned by the Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.
- B. If, following the City's issuance of the Certificate of Completion for the Phase I Project, an Event of Default occurs and is not cured in the time period provided for in Section 19.3, then the City may record the Rectory Parcel Reconveyance Deed, subject only to those title exceptions and environmental conditions that existed at the time the City or the CBC, as applicable, conveyed the Rectory Parcel to the Sponsor (or to the Developer, if applicable), and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Rectory Parcel, terminate the estate in the Rectory Parcel conveyed to the Developer, and revest title to the Rectory Property in the City pursuant to the Rectory Parcel Reconveyance Deed (the "RP Right of Reverter"). If the Rectory Parcel Reconveyance Deed is

recorded by the City in accordance with this Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Rectory Parcel was owned by the Sponsor or the Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (and expressly including any Authorized Mortgage) placed on the Rectory Parcel during the period of time the Rectory Parcel was owned by the Sponsor or the Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Rectory Parcel Reconveyance Deed, such recording is effective for purposes of transferring title to the Rectory Parcel to the City.

19.7 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.6.A., and subject to the Subordination and Forbearance Agreement, the City may complete the Project or convey the Property (or a portion thereof) to a new developer who shall pay off the Initial Project Financing and assume the obligation of completing the Project or such other project or improvements as shall be satisfactory to DCD, and otherwise comply with the covenants that run with the land as specified in Section 18. The Developer covenants to reasonably cooperate with the City in the City's reacquisition of title pursuant to Section 19.6.A. and remarketing of the Property pursuant to Section 19.7.

Upon the revesting in the City of title to the Rectory Parcel as provided in Section 19.6.B., the City, at its sole option, may release Rectory Parcel from any covenants running with the land and use such parcel for such purposes as the City determines.

19.8 Disposition of Resale Proceeds. If, after acquiring the Property pursuant to Section 19.6.A., the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

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

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and



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

(e) any other amounts owed to the City by the Sponsor or the Developer.

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

The Sponsor and the Developer each represent and warrant that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Sponsor or the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Sponsor or the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Sponsor or the Developer or any successor of the Sponsor or the Developer or with respect to any commitment or obligation of the City under the terms of this Agreement.

## SECTION 21. INDEMNIFICATION.

The Sponsor and the Developer each agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Sponsor or the Developer to perform its obligations under this Agreement; (b) the failure of the Sponsor or the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Sponsor or the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Sponsor, the Developer or any Agent; (d) the failure of the Sponsor or the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Sponsor, the Developer or any Agent on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 22. INSPECTION; CONDITION OF PROPERTY AT CLOSING.

22.1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Sponsor agrees to accept the Property in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry. [Intentionally Omitted.]

22.3 Additional Indemnity. The Sponsor and the Developer waive and release, and indemnify the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property prior to the date that the City acquired title to the Property pursuant to any Reconveyance Deed, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer and the Sponsor acknowledge that, in acquiring title to the Property, the Sponsor is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Sponsor and the Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer and the Sponsor deem appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Property. If, after the Closing, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Sponsor's and the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

## SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Sponsor and the Developer each agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Sponsor or the Developer operating on the Property (collectively, the “Employers” and individually, an “Employer”) to agree, that with respect to the provision of services in connection with the construction of the Project or the occupation of the Property:

(a) The Sponsor, the Developer and any Employer shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the “Human Rights Ordinance”). The Sponsor, the Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor, the Developer and each Employer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Sponsor, the Developer and each Employer, in all solicitations or advertisements for employees, shall

state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

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

(d) The Sponsor and the Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Sponsor, the Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

### 23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

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

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

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DCD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

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

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely

and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the Employers or employees to prosecution.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Initial Project, at least 24% of the aggregate hard construction costs and architectural/engineering costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs and architectural/engineering costs, as set forth in Exhibit G hereto (the "Initial Phase MBE/WBE Budget") shall be expended for contract participation by women-owned businesses. During the course of construction of each of the Phase I Project and the Phase II Project, if any, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

(iii) The term “women-owned business” or “WBE” shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (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 construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DCD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this 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 construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's

compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer, the Developer's general contractor and all major subcontractors (if any) shall meet with DCD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds (if any) to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## SECTION 24. REPRESENTATIONS AND WARRANTIES.

### 24.1 Representations and Warranties of the Developer and the Sponsor.

A. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

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

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

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

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

B. To induce the City to execute this Agreement and perform its obligations hereunder, the Sponsor hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

1) The Sponsor is a not-for-profit corporation duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire and reconvey the Property to the Developer, and that the person signing this Agreement on behalf of the Sponsor has the authority to do so.

2) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Sponsor (and any legal entity holding an interest in the Sponsor) are true, accurate and complete.

3) The Sponsor's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the



Sponsor's by-laws or any agreement to which the Sponsor, or any party affiliated with the Sponsor, is a party or by which the Sponsor or the Property is bound.

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

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

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

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

## SECTION 25. NOTICES.

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

If to the City:

City of Chicago  
Department of Community Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner  
Fax: 312-744-5826

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

Fax: 312-744-8568

If to the Sponsor:

St. Boniface Senior Living Foundation  
619 Enterprise Drive, Suite 202  
Oak Brook, Illinois 60523  
Fax: 630-990-1405

If to the Developer:

Institutional Project Management, LLC  
619 Enterprise Drive, Suite 202  
Oak Brook, Illinois 60523  
Fax: 630-990-1405

With a copy to:

Bridget O'Keefe  
Daspin & Aument LLP  
227 West Monroe Street, Suite 3500  
Chicago, Illinois 60606  
Fax: 312-258-1955

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

## SECTION 26. BUSINESS RELATIONSHIPS.

The Sponsor and the Developer each acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the

transactions contemplated hereby. The Sponsor and the Developer each hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## SECTION 27. PATRIOT ACT CERTIFICATION.

The Sponsor and the Developer each represents and warrants that the Sponsor, the Developer or any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Sponsor or the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Sponsor or the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

28.1 The Sponsor and the Developer each agrees that the Sponsor, the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Sponsor or the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Sponsor's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) and the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Sponsor, the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Sponsor and the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

28.2 The Sponsor and the Developer each represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Developer, or the date the Sponsor or the Developer approached the City, as applicable, regarding the formulation of this

Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

28.3 The Sponsor and the Developer each agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

28.4 The Sponsor and the Developer each agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

28.5 Notwithstanding anything to the contrary contained herein, the Sponsor and the Developer each agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6 If the Sponsor or the Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Sponsor or the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

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

(ii) neither party is married; and

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

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

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

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

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

## SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

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

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term.

29.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

29.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

29.8 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer or the Sponsor, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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

## SECTION 30. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code of Chicago, the Sponsor and the Developer each acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Sponsor and the Developer each agrees to abide by the provisions of Chapter 2-26-010 et seq.

#### SECTION 31. ASSIGNMENT OF CBC / CITY PURCHASE CONTRACT.

The City reserves the right to assign the City's rights as purchaser under the CBC / City Purchase Contract to the Sponsor and to require the Sponsor to close as the purchaser thereunder.

#### SECTION 32. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer, the Sponsor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. The Developer and the Sponsor shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

#### SECTION 33. BUILDING CODE VIOLATIONS.

Not later than thirty (30) days following the Closing Date, the Developer shall have entered with the applicable court a consent decree relating to Circuit Court of Cook County, Municipal Division, case number 08 M1 400688 (the "Case"), which (a) sets forth a schedule for the repairs or demolition the Developer will perform or cause to be performed for the purpose of remedying the code violations set forth by the City in the Case and (b) has been approved by the City. The Developer shall diligently pursue: (i) a motion to intervene in the Case, (ii) a motion to advance the Case, (iii) negotiations with the City regarding the terms of the consent decree and (iv) a motion to enter the to-be-negotiated consent decree.

#### SECTION 34. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

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

(Signature Page Follows)

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

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Community Development and its Department of General Services

By: Christine A. Raguso  
Christine A. Raguso,  
Acting Commissioner  
Department of Community Development

By: Judy D. Martinez  
Judy D. Martinez,  
Commissioner  
Department of General Services

ST. BONIFACE SENIOR LIVING, LLC,  
an Illinois limited liability company

By: INSTITUTIONAL PROJECT  
MANAGEMENT, LLC,  
an Illinois limited liability company  
and its managing member

By: Kenneth A. McHugh  
Name: Kenneth A. McHugh  
Its: Manager

ST. BONIFACE SENIOR LIVING FOUNDATION,  
an Illinois not-for-profit corporation

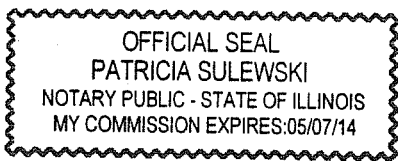
By: Kenneth A. McHugh  
Name: Kenneth A. McHugh  
Its: President



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

GIVEN under my notarial seal this 7<sup>th</sup> day of October, 2010.



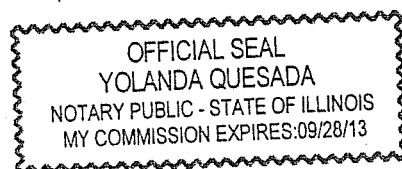
Patricia Sulewski  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

GIVEN under my notarial seal this 14 day of Oct., 2010.

Yolanda Quesada  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Craig M. Gertz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth A. McHugh the manager of Institutional Project Management, LLC, an Illinois limited liability company, which is the managing member of St. Boniface Senior Living, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said companies, as her/his free and voluntary act and as the free and voluntary act and deed of said companies, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 6th day of October, 2010.

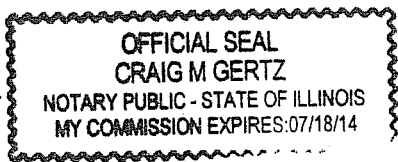


Craig M. Gertz  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Craig M. Gertz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth A. McHugh the President of St. Boniface Senior Foundation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 6th day of October, 2010.



Craig M. Gertz  
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

RECTORY PARCEL:

THAT PART OF LOTS 3 AND 4 TAKEN AS A TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 56.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT THENCE NORTH 89° 59' 00" EAST 38.00 FEET; THENCE NORTH 00° 00' 00" EAST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET; THENCE SOUTH 00° 00' 00" WEST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET TO THE EAST LINE OF SAID TRACT; ALL IN JACOB GENESER'S SUBDIVISION OF LOTS 45 TO 48 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 45, 46, 47 AND THE WEST 7 FEET OF SAID LOT 48 IN BLOCK 23 IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 4,468 SQ.FT. OR 0.13 ACRES

PIN: (part of) 17-05-320-003

Commonly known as: 921 North Noble  
Chicago, Illinois 60642

BONIFACE PARCEL:

THAT PART OF LOTS 3 AND 4 TAKEN AS A TRACT (EXCEPT THAT PART LYING NORTH OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT 56.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT THENCE NORTH 89° 59' 00" EAST 38.00 FEET; THENCE NORTH 00° 00' 00" EAST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET; THENCE SOUTH 00° 00' 00" WEST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET TO THE EAST LINE OF SAID TRACT ) ALL IN JACOB GENESER'S SUBDIVISION OF LOTS 45 TO 48 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 45, 46, 47 AND THE WEST 7 FEET OF SAID LOT 48 IN BLOCK 23 IN THE CANAL TRUSTEES SUBDIVISION

ALSO

LOTS 92 TO 94 AND THE WEST 7.00 FEET OF LOT 91 IN THE SUBDIVISION OF BLOCKS 23 AND 25 AND LOCATION OF STREETS AND ALLEYS IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA= 13,407 SQ.FT. OR 0.31 ACRES

PINs: 17-05-320-003  
17-05-320-034 (part of)

Commonly known as: 921 North Noble  
Chicago, Illinois 60642

VACANT PARCEL:

LOTS 87 TO 90 AND LOT 91 (EXCEPT THE WEST 7.00 FEET THEREOF) IN THE SUBDIVISION OF BLOCKS 23 AND 25 AND LOCATION OF STREETS AND ALLEYS IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA, = 15,105 SQ.FT. OR 0.347 ACRES

PINs: (part of) 17-05-320-034

Commonly known as: 1358 West Chestnut Street  
Chicago, Illinois 60642

## EXHIBIT B

### NARRATIVE DESCRIPTION OF PROJECT

Initial Project: The Developer shall perform the Emergency Stabilization Work and Demolition Work, as defined in Exhibits D and E respectively, and the Pre-Development Work. The Developer shall perform, or cause to be performed, the Contingent Demolition Work, if required pursuant to the terms of the Agreement.

Phase I Project: The Developer shall develop the Facility as senior housing, containing seventy-five (75) independent living units (15 two-bedroom and 60 one-bedroom units) for seniors, aged 62 years old or older. No fewer than nineteen (19) of the units shall be leased to tenants whose household incomes, adjusted for family size, do not exceed fifty percent (50%) of the AMI, as determined by HUD and at a price that does not exceed the maximum affordable rent, adjusted for bedroom size and utilities, at fifty percent (50%) of the AMI, for the current year as determined by HUD ("Affordable Units"). The first floor of the Facility will have amenities for residents, possibly including a kitchen and dining room, barber and beauty shops, a lounge, common room and offices. There will be thirty-four (34) on-site, outdoor parking spaces located east of the Facility. The Significant Features, as defined in Exhibit C hereto, will be preserved, rehabilitated and incorporated into the new construction per the plans in Exhibit F. All contractors doing work on the Significant Features must be approved by the City. The Facility will be LEED certified, with a goal of Silver LEED certification, or the City of Chicago equivalent Sustainable Building Certification. The Developer estimates that the Phase I Project is anticipated to create 250-300 temporary construction jobs and approximately ten (10) permanent jobs at the Facility. The Developer shall review the feasibility of re-using the St. Boniface school façade in the Phase I Project taking into account cost, design implications and potential impact on program and parking. If, based on the foregoing factors, the Developer determines that it is feasible to incorporate such façade into the Phase I Project, then the Developer will submit to DCD for approval amended Design Development Drawings that depict the proposed use of the façade.

Phase II Project: The Developer will use commercially reasonable efforts to develop senior housing on the Vacant Lot, for the purpose of providing up to fifty (50) additional independent living units for seniors. At least ten percent (10%) of those housing units will be Affordable Units. If the City provides any financial assistance to the Developer for the Phase II Project, then at least twenty percent (20%) of the housing units must be Affordable Units. The number of on-site parking spaces will increase to forty-six (46).

**EXHIBIT C**  
**(Consisting of Page C-0 through C-3)**

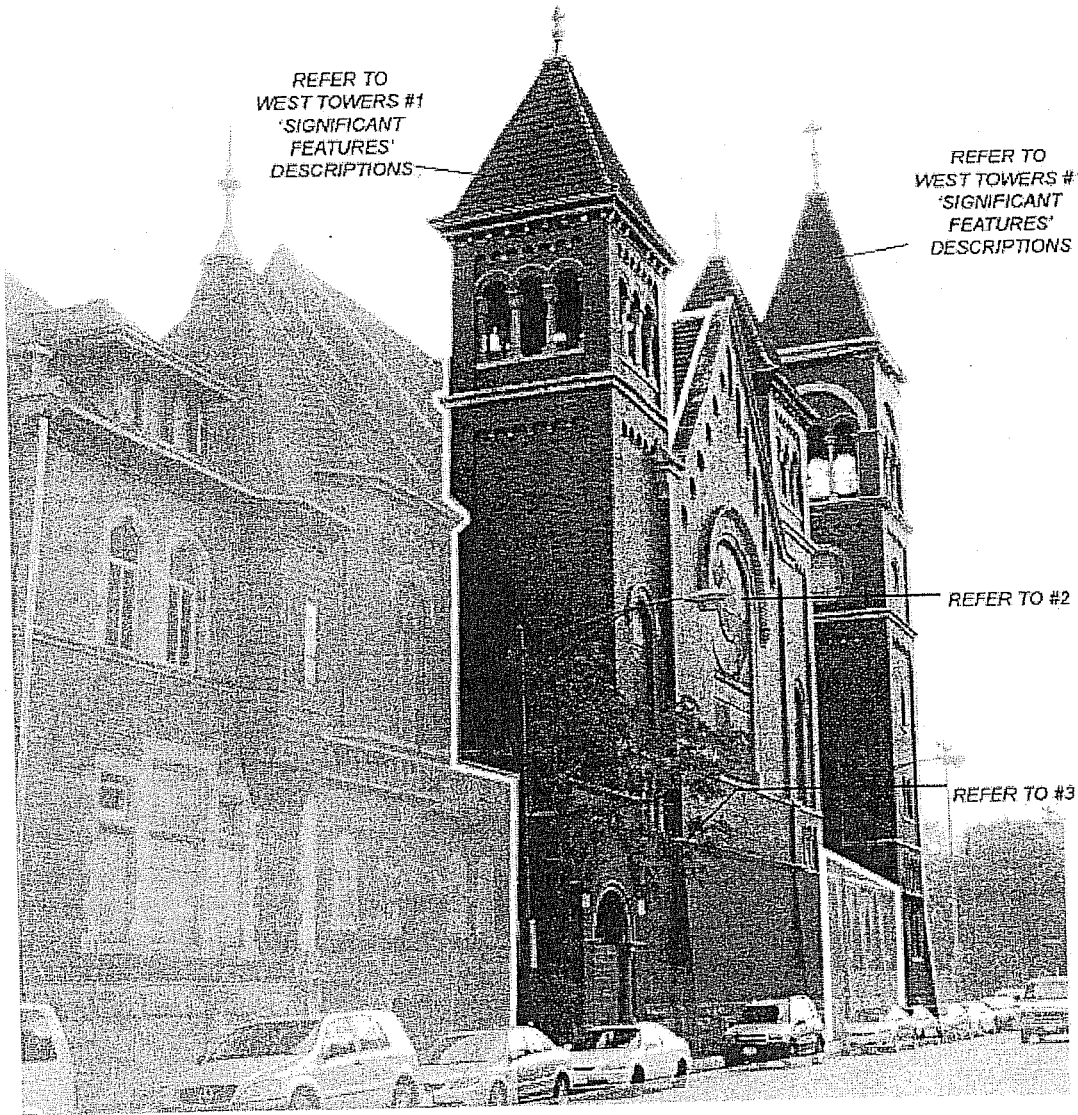
**SIGNIFICANT FEATURES**

The "Significant Features" are defined as:

1. The two west towers (four exterior facades each but not including church bells) including tile roofs, (as seen in pages C-1 and C-2 of this Exhibit C).
2. The wall with gabled front between the west towers, (as seen in pages C-1 and C-2 of this Exhibit C);
3. The walls forming the southwest entrance to the existing Rectory, (as seen in pages C-1 and C-2 of this Exhibit C);
4. The two south towers (four exterior facades each but not including church bells) including tile roof, (as seen in pages C-2 and C-3 of this Exhibit C);
5. The rose window wall with gabled front between the south towers (as seen in pages C-2 and C-3 of this Exhibit C); and
6. The southeast stair exterior envelope structure including tile roof, (as seen in page C-3 of this Exhibit C).

The "Significant Features" are illustrated on pages C-1, C-2 and C-3 of this Exhibit C.

SIGNIFICANT FEATURES



REFER TO  
WEST TOWERS #1  
'SIGNIFICANT  
FEATURES'  
DESCRIPTIONS

REFER TO  
WEST TOWERS #1  
'SIGNIFICANT  
FEATURES'  
DESCRIPTIONS

REFER TO #2

REFER TO #3

**ST. BONIFACE CHURCH - WEST ELEVATION  
PORTIONS NOTED 1, 2 & 3 ARE SIGNIFICANT AND SHALL REMAIN,  
AND SHALL BE RESTORED**

SIGNIFICANT FEATURES

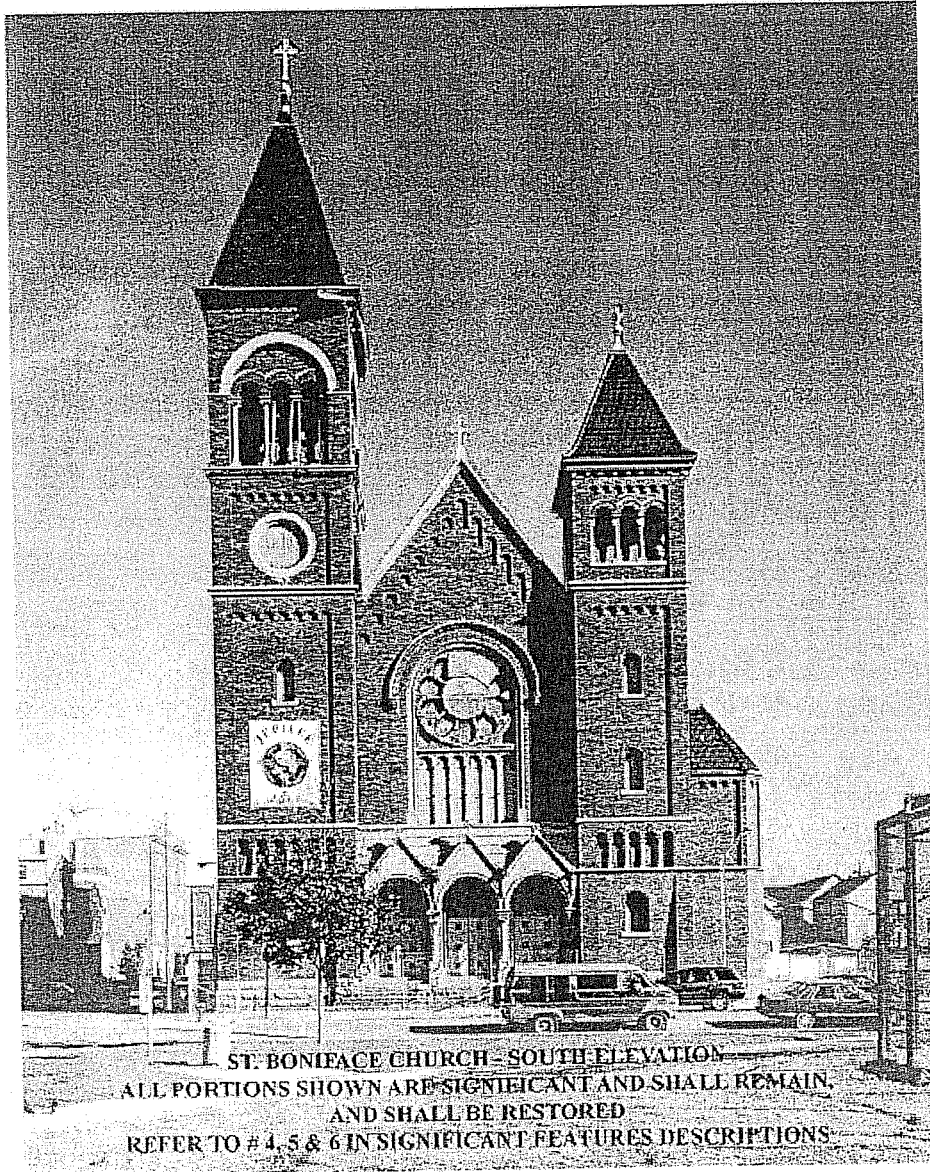


ST. BONIFACE CHURCH - WEST ELEVATION  
PORTIONS NOTED ARE SIGNIFICANT AND SHALL REMAIN,  
AND SHALL BE RESTORED

REFER TO  
SIGNIFICANT  
FEATURES  
DESCRIPTIONS  
#4, 5 & 6



SIGNIFICANT FEATURES



ST. BONIFACE CHURCH - SOUTH ELEVATION  
ALL PORTIONS SHOWN ARE SIGNIFICANT AND SHALL REMAIN  
AND SHALL BE RESTORED  
REFER TO # 4, 5 & 6 IN SIGNIFICANT FEATURES DESCRIPTIONS

## EXHIBIT D

### EMERGENCY STABILIZATION WORK

#### St. Boniface Parish Campus Stabilization Plan Concept

The Significant Features, as defined in Exhibit C hereto, will remain as a permanent part of the redevelopment and shall be stabilized prior to the removal of the remaining Church. Prior to initiating any Emergency Stabilization Work of the Church (specifically excluding the Rectory), photographic documentation and drawings of the existing conditions of the Significant Features shall be prepared and submitted in a form reasonably acceptable to DCD staff.

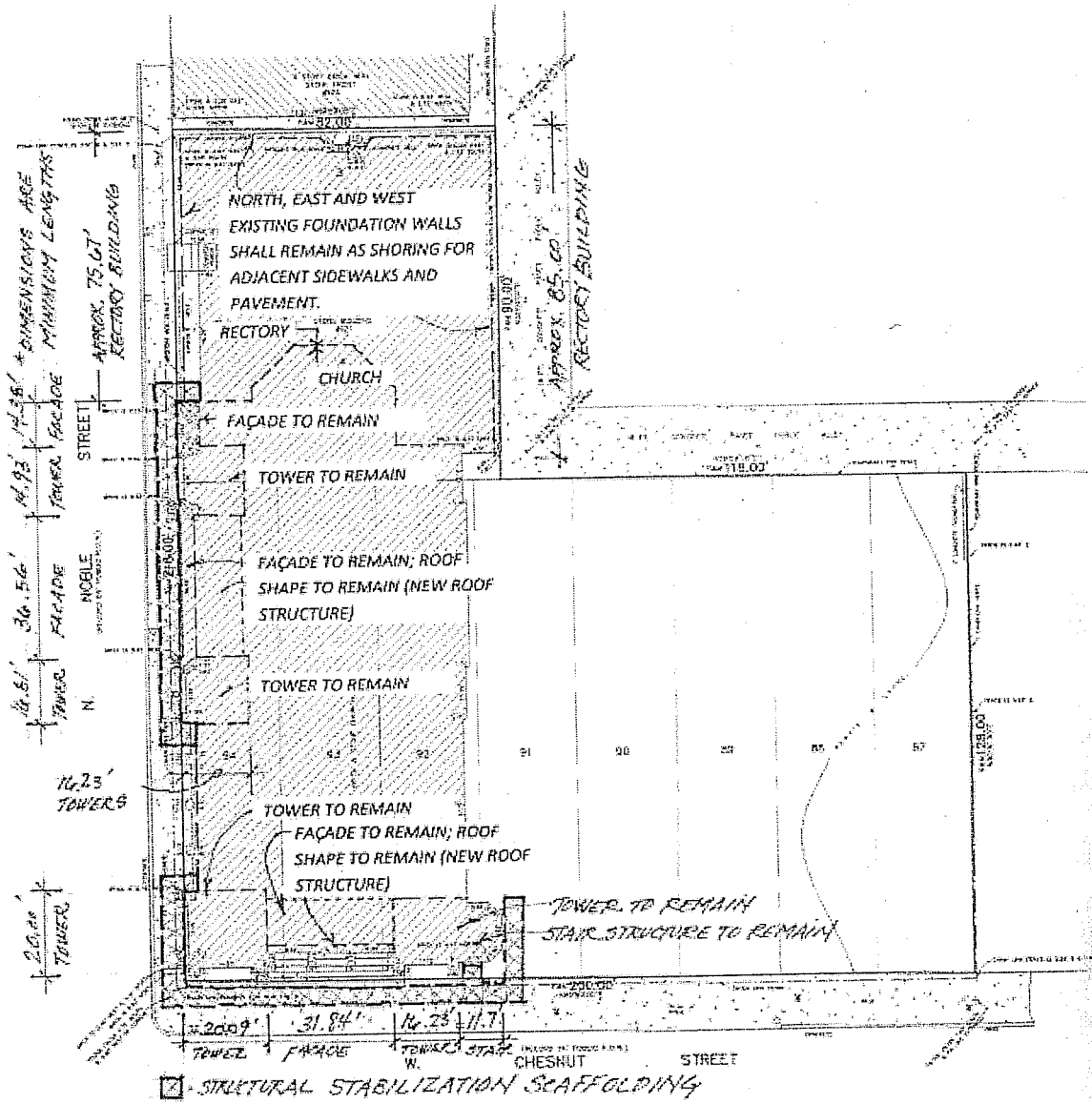
As part of the Emergency Stabilization Work and prior to initiating any demolition work of the Church (specifically excluding the Rectory) and subject to the review and reasonable approval of DCD staff, the Developer shall submit 1) A licensed structural engineer's report regarding the protection and stabilization of the Significant Features during construction of the Initial Project and the Phase I Project. The report shall also include an overview of the conditions of the Significant Features, identify any loose or damaged detail elements, include recommendations and a cost estimate for repair of any damaged elements and provide details of integration of Significant Features into the Facility; and 2) Drawings of the proposed exterior structure prepared by a licensed structural engineer designed to support the Significant Features during demolition.

The Emergency Stabilization Work will be accomplished using a structural scaffolding system engineered to brace the walls and towers. The stabilization plan drawing concept attached to this Exhibit D illustrates the proposed location of the structural scaffolding along Noble Street and Chestnut Street. The Developer anticipates that (i) the stabilization scaffolding system will require use of a ten foot zone on the public sidewalk outside of the property line; (ii) the scaffolding will extend vertically to the top of the walls and tower roofs; and (iii) the stabilization scaffolding system may also be used by restoration contractors responsible for repair of the brick masonry of the Significant Features. Notwithstanding the foregoing, the Developer must obtain all applicable permits from the City's Department of Transportation prior to installing any scaffolding and must install, maintain and use the scaffolding in compliance with such permits, City regulations and ordinances.

The Developer shall remove, repair and store any loose detail elements of the Significant Features until such time as these elements can be re-installed. To the extent that any detail elements of any Significant Features no longer exist, cannot reasonably be re-used or are damaged beyond repair or are rendered unusable (after all due care has been taken), such detail elements shall be replicated to match the originals as closely as possible so long as the cost for the replication of such detail element does not materially exceed the cost of such replication as established in the cost estimate prepared by the licensed structural engineer's report required in paragraph two above. If the actual cost

of replication does materially exceed the cost estimate, the Developer shall have the right to request a design change so as to exclude the detail element subject to approval of the design change by DCD.

The sidewalks, roadway curbs and gutters, and affected pavement will be promptly repaired or replaced after removal of the scaffolding system.



## EXHIBIT E

### DEMOLITION WORK

#### St. Boniface Parish Campus Demolition Concept

The Demolition Work will take place in two phases: the Rectory will be demolished first in Demo Phase 1. After the Emergency Stabilization Work has been completed, the non-significant feature portions of the Church will be demolished in Demo Phase 2.

The Developer must complete abatement of any hazardous materials prior to commencing the Demolition Work. Contractors qualified to perform both abatement services and demolition services may be allowed to proceed concurrently, subject to DCD's reasonable approval of procedures and schedule.

#### Demo Phase 1

The Rectory is a 3 story brick and stone façade building located north of the Church which will be removed in its entirety except for the south Rectory entrance façade and the north, west and east foundation walls. The southern boundary of the Rectory demolition is the exterior perimeter of the Church sanctuary protruding from the north end of the Church. The initial demolition of the Rectory will temporarily exclude the basement concrete floor slab. (See attached demolition plan).

#### Demo Phase 2

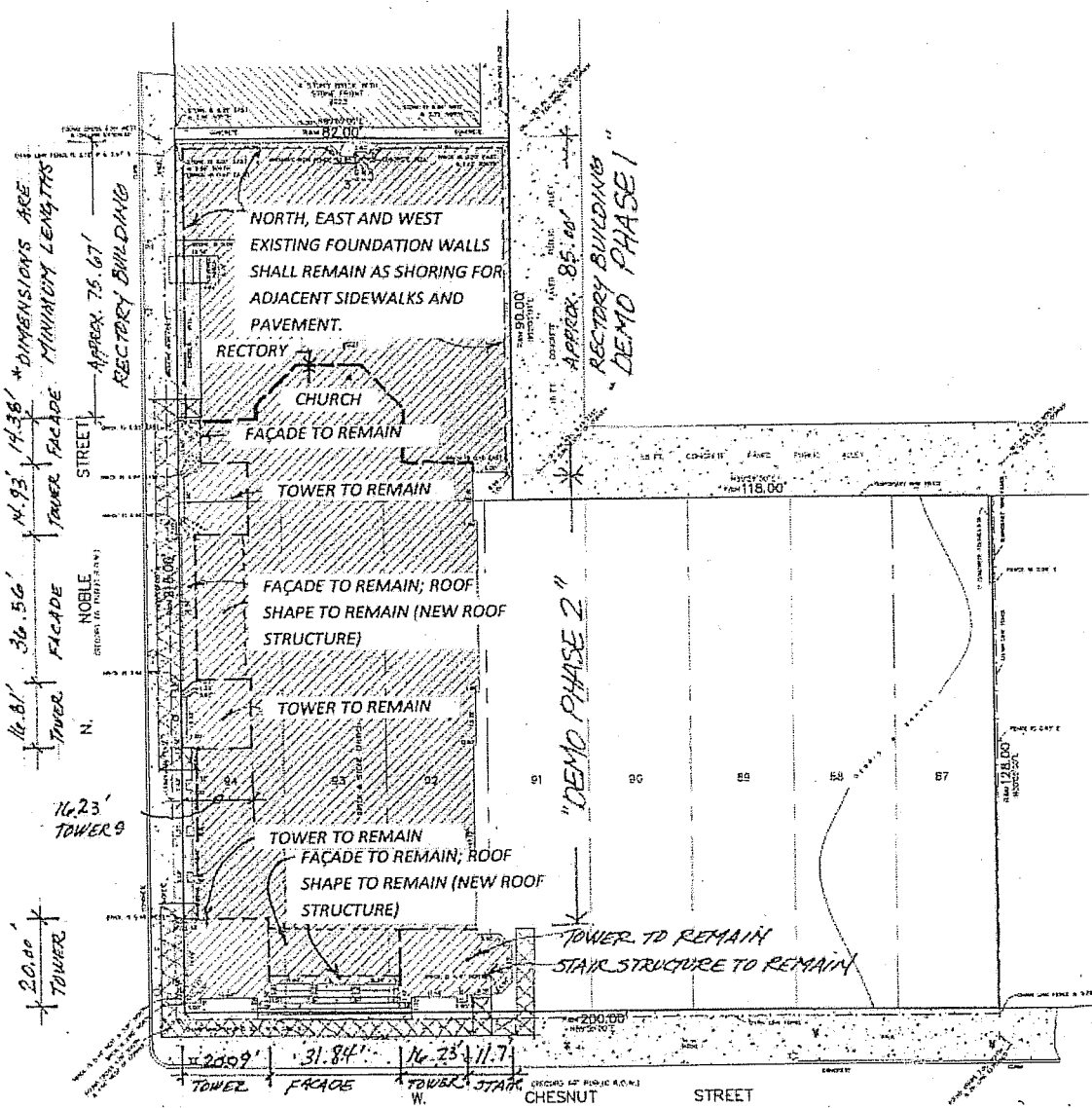
Structural engineering drawings will be prepared describing the process for sensitive building demolition where Significant Features remain and meet the body of the Church structure to be removed. The line of demarcation between the Significant Features and the Church body to be removed is illustrated on the companion Exhibit E drawing.

The Church structure consists of a basement level, main level over 65 feet in height, and mezzanine (balcony) level. Other than the Significant Features, all other exterior brick and stone façades, structural steel and finish surfaces are included in the demolition.

The Developer will have the opportunity to review the existing interior conditions within the Church and to identify any historic materials that may be salvaged.

This Demo Phase 2 includes the demolition to prepare the site for Phase I Project construction which includes the removal of the basement floor slabs of the Church and the Rectory.

The Public Property will be protected during the demolition process by way of a security fence preventing access to areas left open from excavation and demolition.



- STRUCTURAL STABILIZATION SCAFFOLDING
- BUILDING STRUCTURE TO BE DEMOLISHED

DEMOLITION WORK



ST. BONIFACE CHURCH - WEST ELEVATION

DEMO. = DEMOLISH STRUCTURE

DEMOLITION WORK

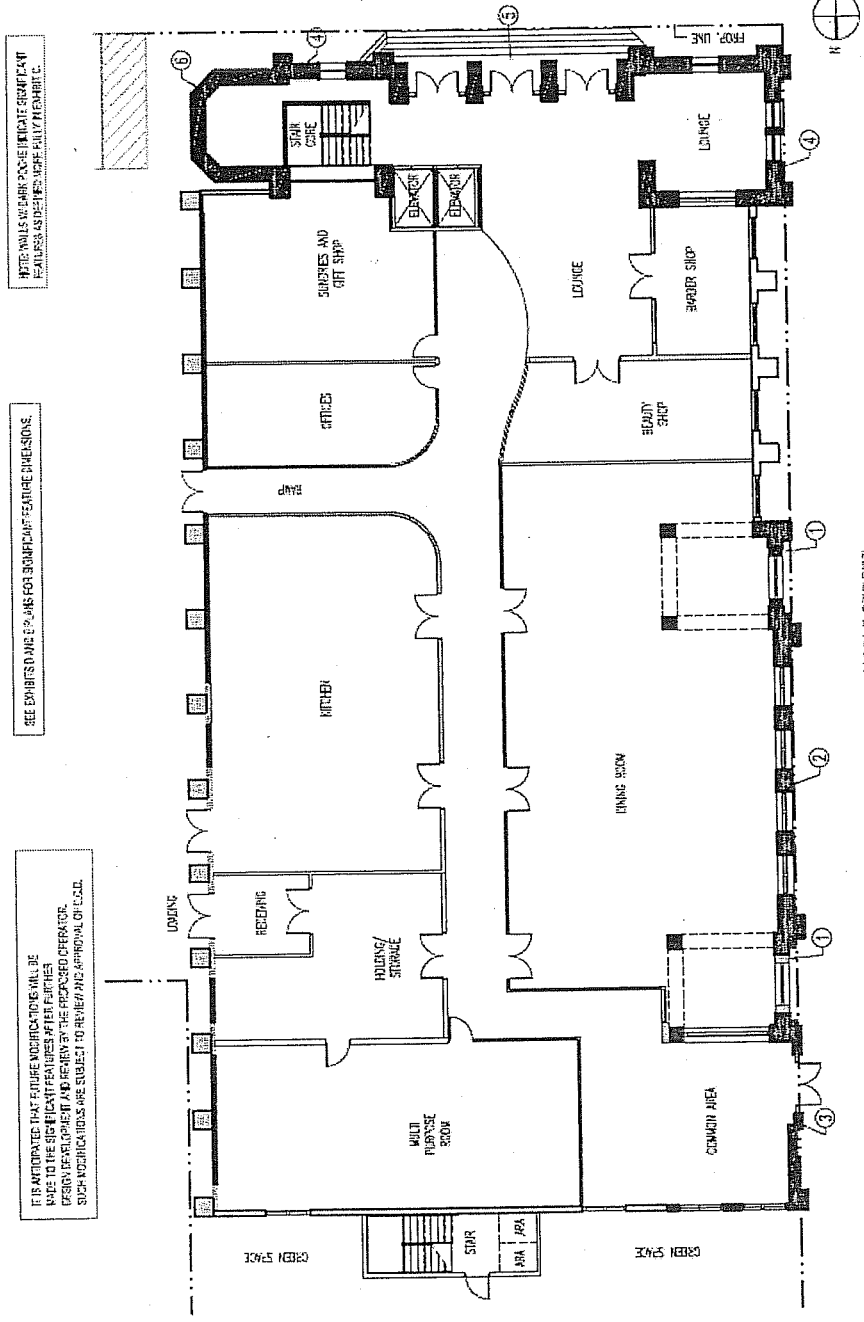


ST. BONIFACE CHURCH - WEST ELEVATION

DEMO = DEMOLISH STRUCTURE



EXHIBIT F  
DESIGN DEVELOPMENT DRAWINGS



NOTE: WALLS IN DARK PINK ARE INDICATE SIGNIFICANT FEATURES AND OTHERS ARE FULLY MEMBRABLE.

SEE EXHIBIT D AND E FOR SIGNIFICANT FEATURES DIMENSIONS.

IT IS ANTICIPATED THAT FUTURE NOTIFICATIONS WILL BE MADE TO THE SIGNIFICANT FEATURES AFTER FINISHES DESIGN DEVELOPMENT IS IN REVIEW BY THE PROJECT OPERATOR. SUCH NOTIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL OF USAL.

1ST FLOOR PLAN  
MAY 17, 2010

N. MOBILE STREET

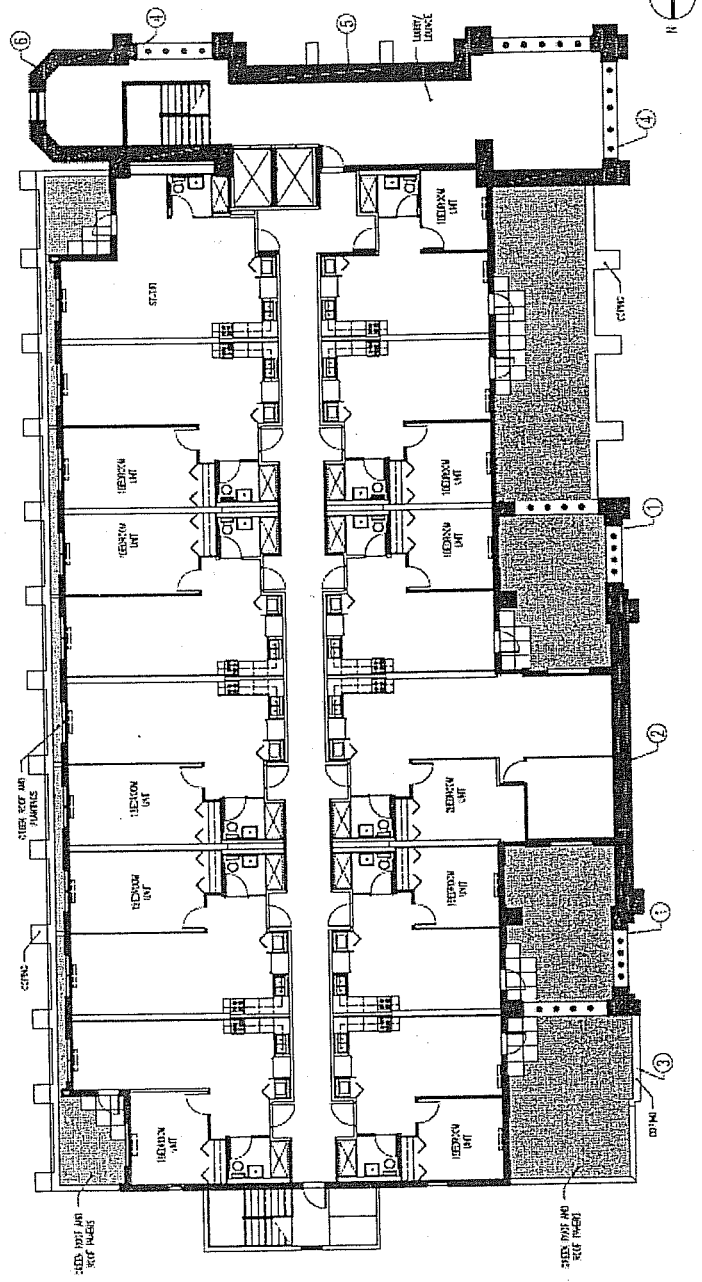
ST. BONIFACE DEVELOPMENT PHASE 1  
COPYRIGHT 2010 WOODS BAGOTTS AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

NOTE: WALL SCHEDULES TO BE DETERMINED BASED ON THE  
 FEATURES AS SHOWN. APPROVE BY THE ARCHITECT.

SEE EXHIBITS D AND E-2 FOR SIGNIFICANT FEATURE DIMENSIONS.

IT IS PROPOSED THAT SURFACE MOUNTED UNITS WILL BE  
 MADE TO THE BEST OF THE ARCHITECT'S KNOWLEDGE AND  
 BELIEF. THE ARCHITECT'S DESIGN DEVELOPMENT DRAWINGS  
 AND SPECIFICATIONS ARE SUBJECT TO REVISION AND APPROVAL OF CLIENT.



2ND FLOOR PLAN  
 DATE: 11/10/10

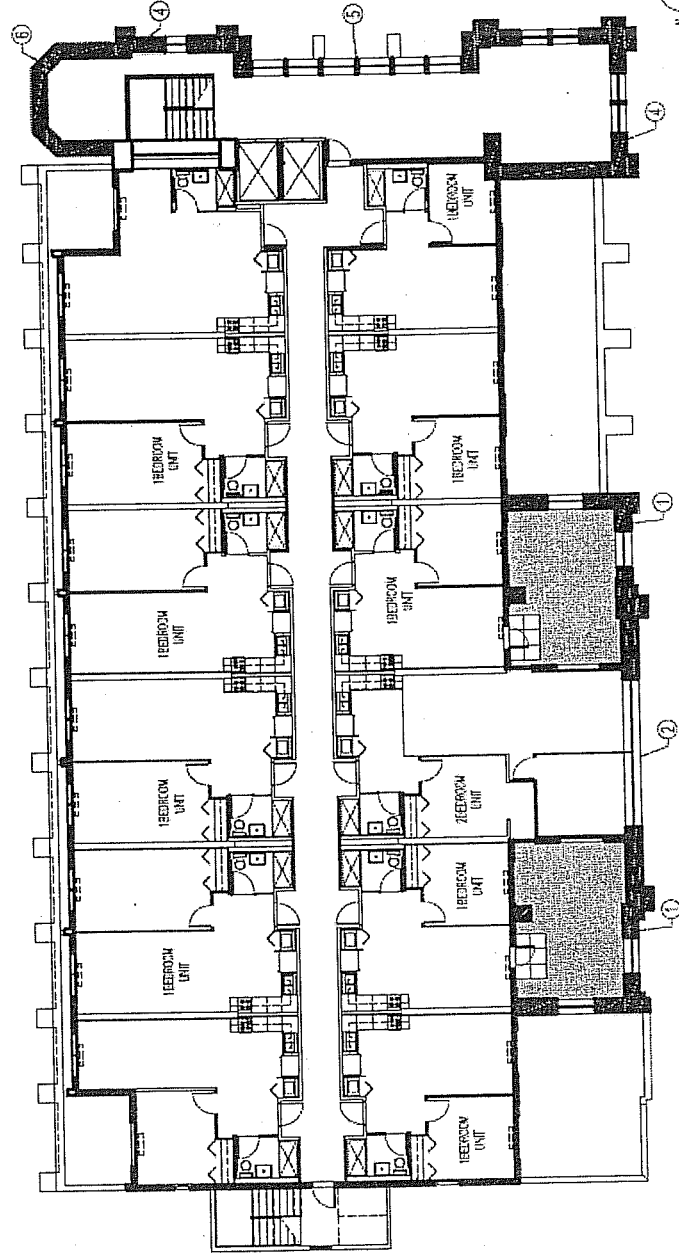
ST. BONIFACE DEVELOPMENT PHASE 1  
 COPYRIGHT 2010 WOODS BAGOTTS AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

NOTE: WHILE WE STRIVE FOR ACCURATE DIMENSIONS, DIMENSIONS ARE NOT GUARANTEED.

SEE EXHIBITS D AND E FOR SIGNIFICANT FEATURE DIMENSIONS.

IT IS ADVISED THAT SOME DIMENSIONS WILL BE MADE TO THE SIGNIFICANT FEATURES AT THE PARTIES' DESIGN DEVELOPMENT AND REVIEW BY THE PROJECT COORDINATOR. SUCH MODIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL OF C.O.D.



3RD FLOOR PLAN  
 MAY 17, 2019

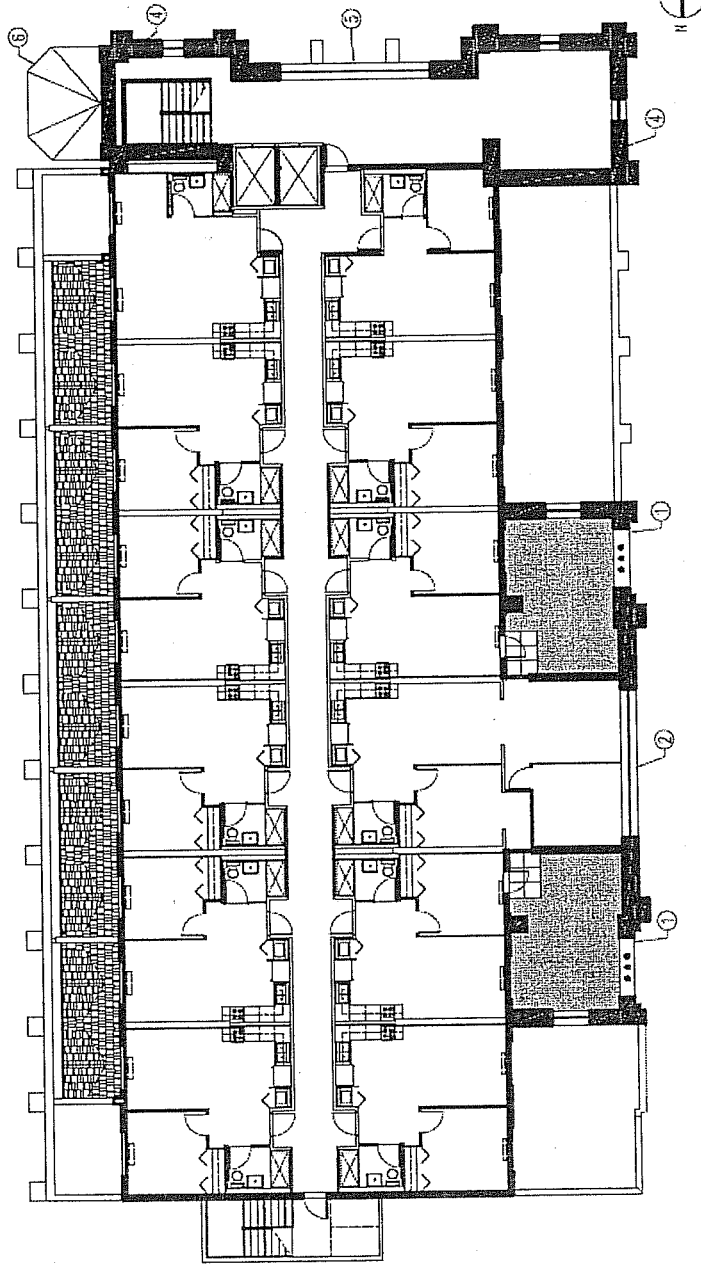
ST. BONIFACE DEVELOPMENT PHASE 1  
 COPYRIGHT 2019 WELLD PARTNERS AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

NOTE: WALLS IN DARK PATTERN INDICATE BENCHMARK FEATURES AND SHOULD BE MORE FULLY DEVELOPED.

SEE EXHIBIT D AND E 2-DIMS FOR SIGNIFICANT EXACTURE DIMENSIONS.

IT IS ANTICIPATED THAT FUTURE INDICATORS WILL BE MADE TO THE SIGNIFICANT FEATURES AND THE CORRESPONDING DESIGN DEVELOPMENT WILL BE SUBJECT TO REVIEW AND APPROVAL OF C.O.D.



4TH-5TH FLOOR PLAN  
 MAY 17, 1995

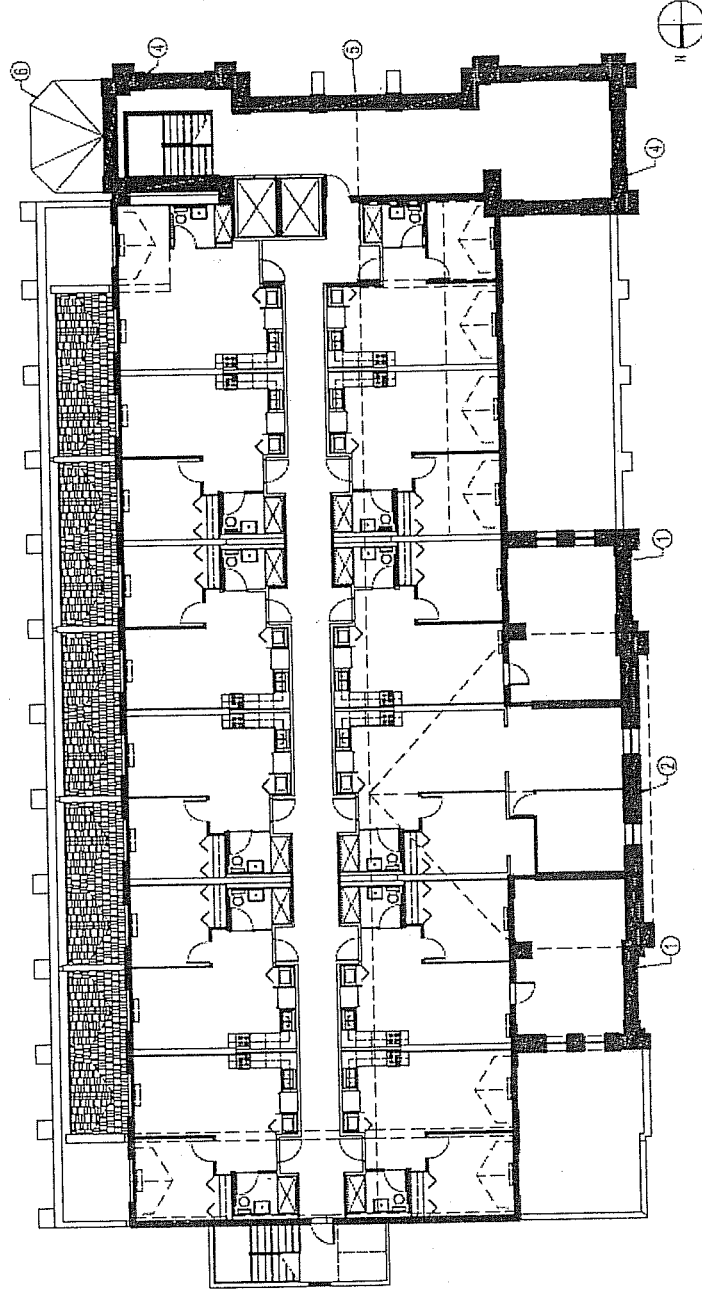
ST. BONIFACE DEVELOPMENT PHASE 1  
 COPYRIGHT 2016 VSDUZ ARCHITECTS AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

REFER TO THE GENERAL NOTES FOR THE SIGNIFICANT  
 FEATURES LISTED IN THE GENERAL NOTES.

SEE EXHIBITS D AND E FOR NON-FUNCTIONAL FEATURE DIMENSIONS.

IT IS ANTICIPATED THAT SOME MODIFICATIONS WILL BE  
 MADE TO THE SIGNIFICANT FEATURES LISTED IN THE  
 GENERAL NOTES AT THE DISCRETION OF THE ARCHITECT.  
 SUCH MODIFICATIONS ARE SUBJECT TO THE APPROVAL OF THE  
 CITY OF ST. LOUIS.



6TH FLOOR PLAN  
 MAY 17, 2012

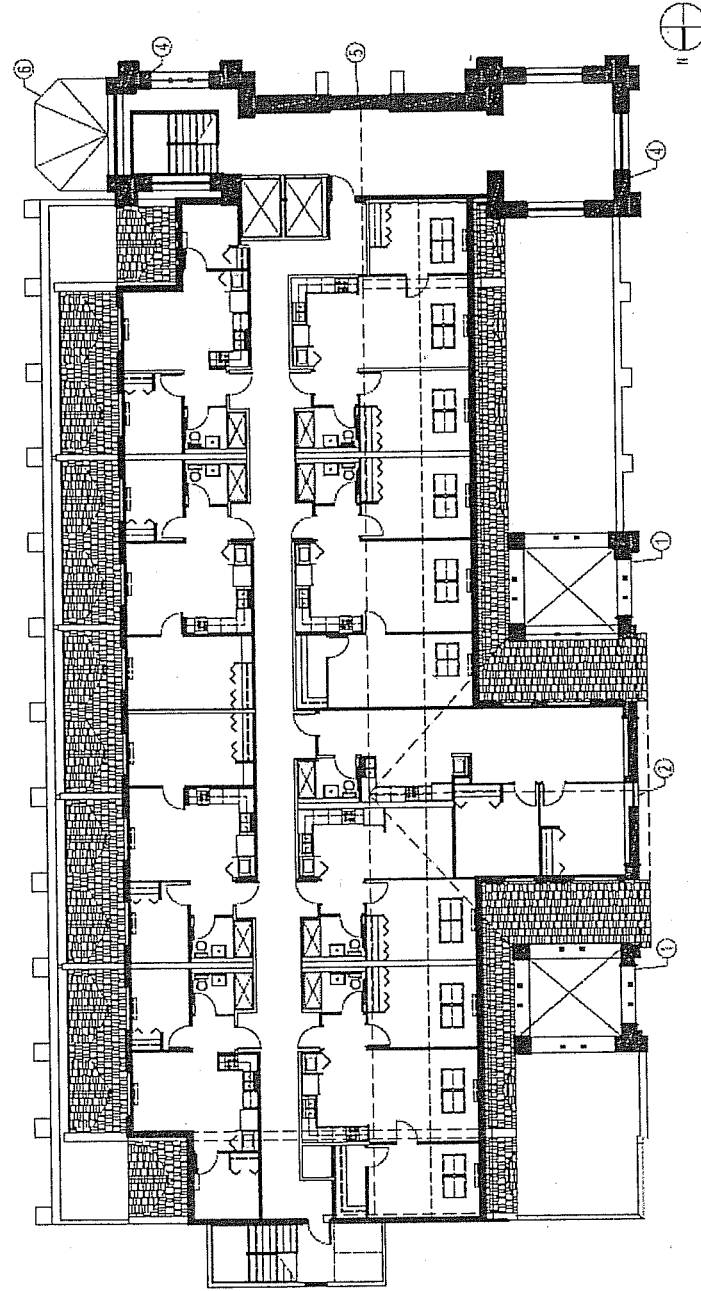
ST. BONIFACE DEVELOPMENT PHASE 1  
 COURTESY OF WILBUR SMITH AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

NOTE: WALLS AND DOORS INDICATE SIGNIFICANT FEATURES AS DEFINED IN SECTION 05050 PART 1.01

SEE EXHIBITS D AND E FOR SIGNIFICANT FEATURE DIMENSIONS

IT IS ANTICIPATED THAT FUTURE MODIFICATIONS WILL BE MADE TO THE SIGNIFICANT FEATURES AFTER FURTHER DESIGN DEVELOPMENT AND REVIEW BY THE PROPOSED OPERATOR. SUCH MODIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL OF CDDA.



7TH FLOOR PLAN  
 MAY 17, 2010

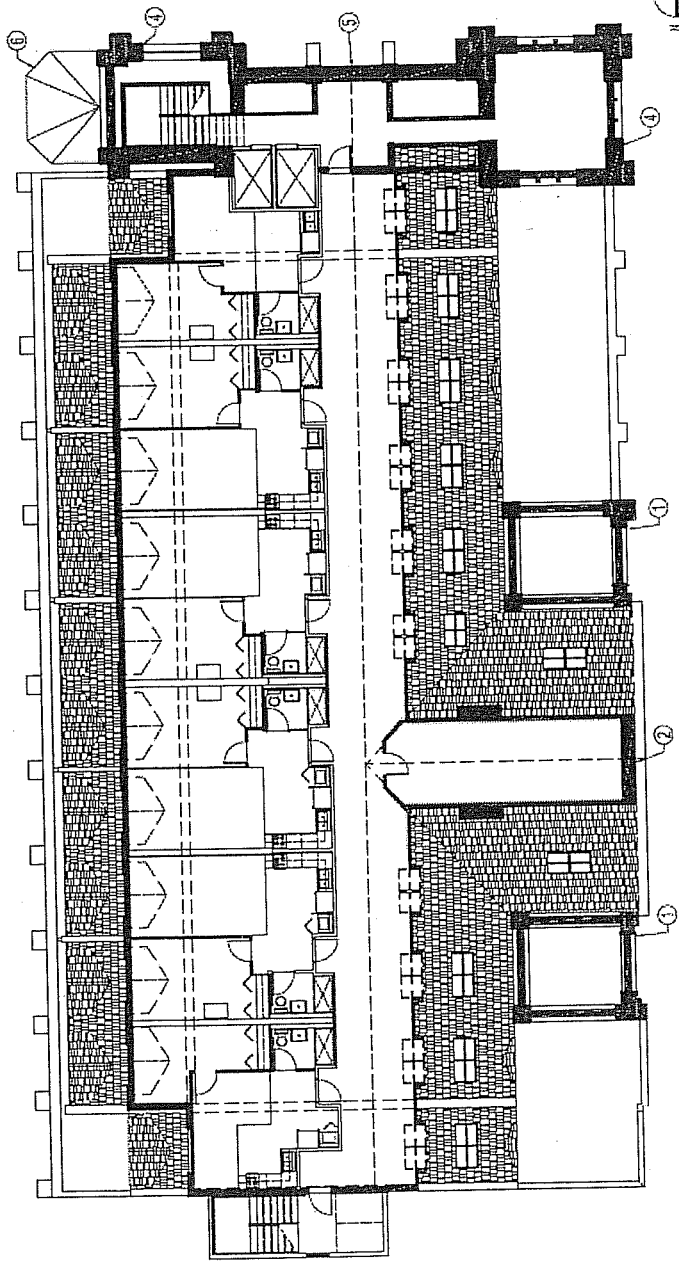
ST. BONIFACE DEVELOPMENT PHASE 1  
 COPYRIGHT 2010 HOKU ARCHITECTS AND ASSOCIATES, INC.

EXHIBIT F  
 DESIGN DEVELOPMENT DRAWINGS

NOTE: WHILE WORK PROGRESSING, SOME PART  
 FEATURES AS IDENTIFIED ABOVE BY THE B.C.

SEE EXHIBITS D AND E.P. FOR SIGNIFICANT FEATURE DIMENSIONS.

IT IS ANTICIPATED THAT FUTURE MODIFICATIONS WILL BE  
 MADE TO THE SIGNIFICANT FEATURES AFTER FURTHER  
 DESIGN DEVELOPMENT AND REVIEW BY THE PROPOSED CONTRACTOR.  
 SUCH MODIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL OF LOCAL

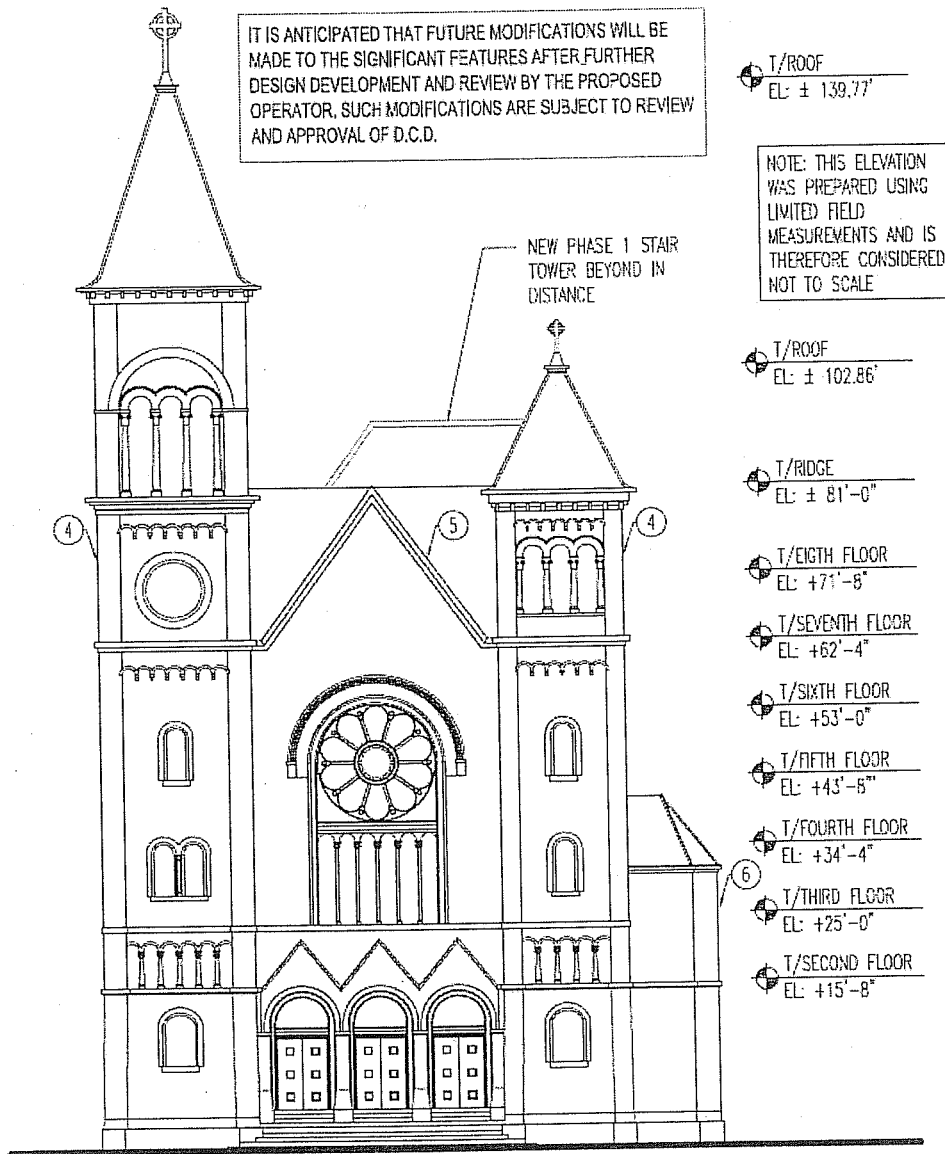


8TH FLOOR PLAN  
 MAY 17, 2016

ST. BONIFACE DEVELOPMENT PHASE 1  
 © 2016 WEDD, ANDREWS AND ASSOCIATES, P.C.

**EXHIBIT F  
DESIGN DEVELOPMENT DRAWINGS**

SEE EXHIBIT D AND E PLANS FOR SIGNIFICANT FEATURE DIMENSIONS.



**ST. BONIFACE DEVELOPMENT - PHASE 1 - SOUTH ELEVATION**

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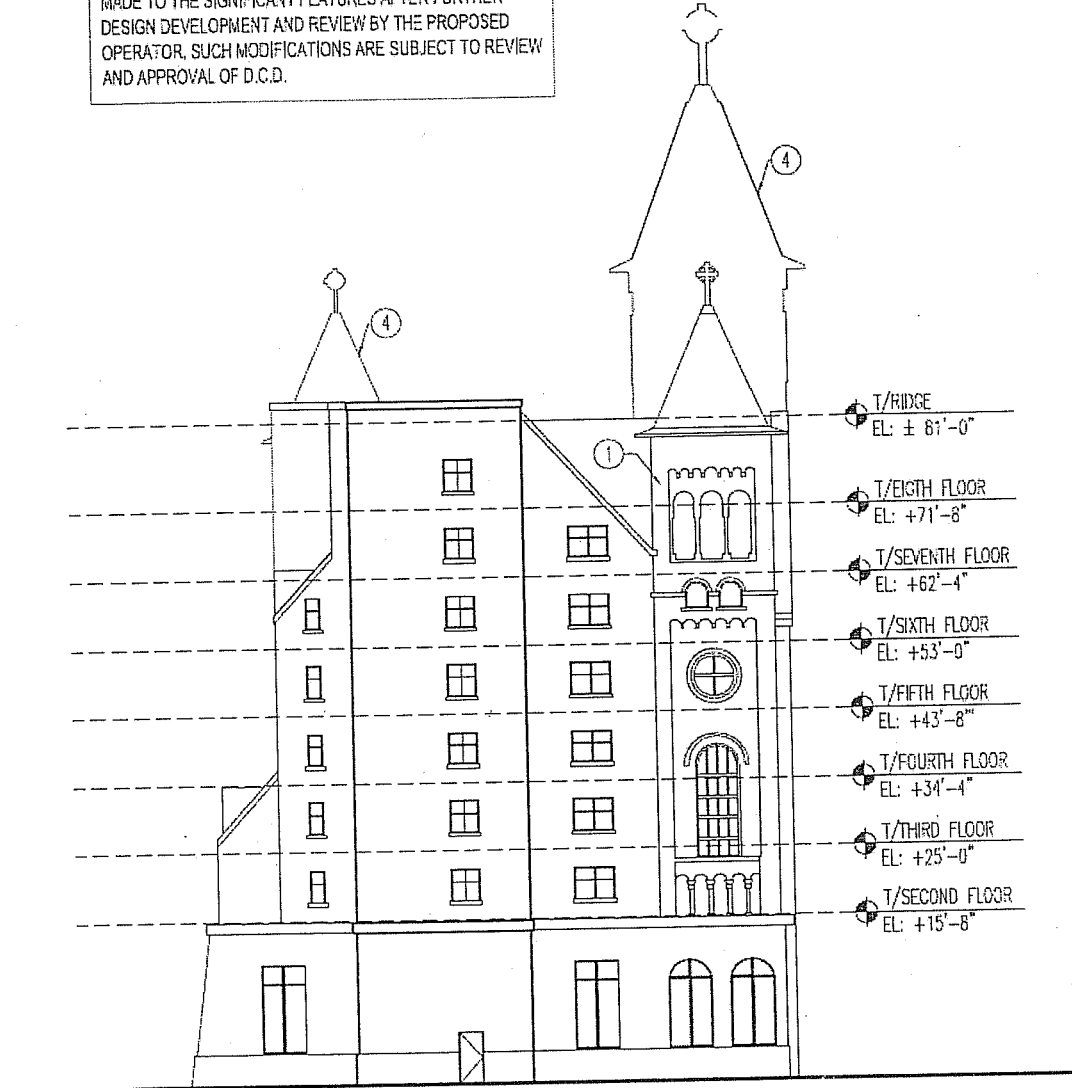
MAY 17, 2010



EXHIBIT F  
DESIGN DEVELOPMENT DRAWINGS

SEE EXHIBIT D AND E PLANS FOR SIGNIFICANT FEATURE DIMENSIONS.

IT IS ANTICIPATED THAT FUTURE MODIFICATIONS WILL BE MADE TO THE SIGNIFICANT FEATURES AFTER FURTHER DESIGN DEVELOPMENT AND REVIEW BY THE PROPOSED OPERATOR, SUCH MODIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL OF D.C.D.



ST. BONIFACE DEVELOPMENT - PHASE 1 - NORTH ELEVATION

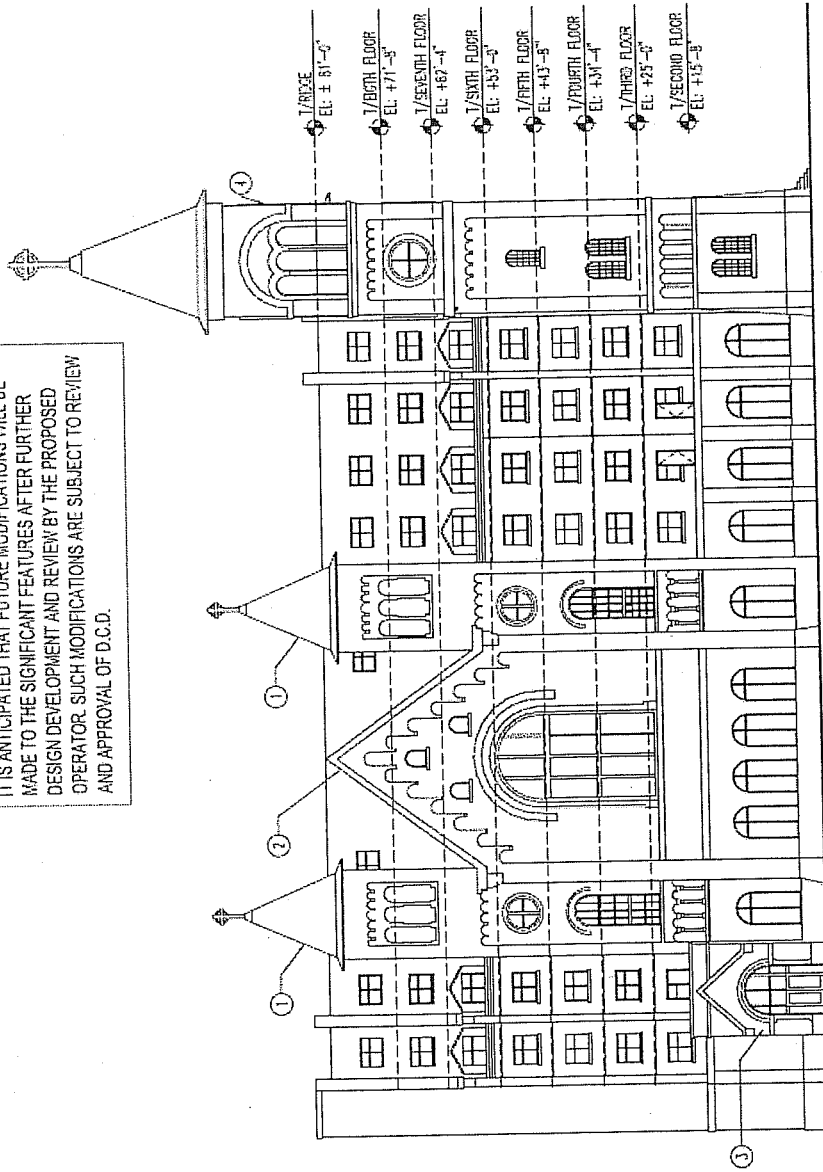
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ST. BONIFACE DEVELOPMENT - PHASE 1 - WEST ELEVATION

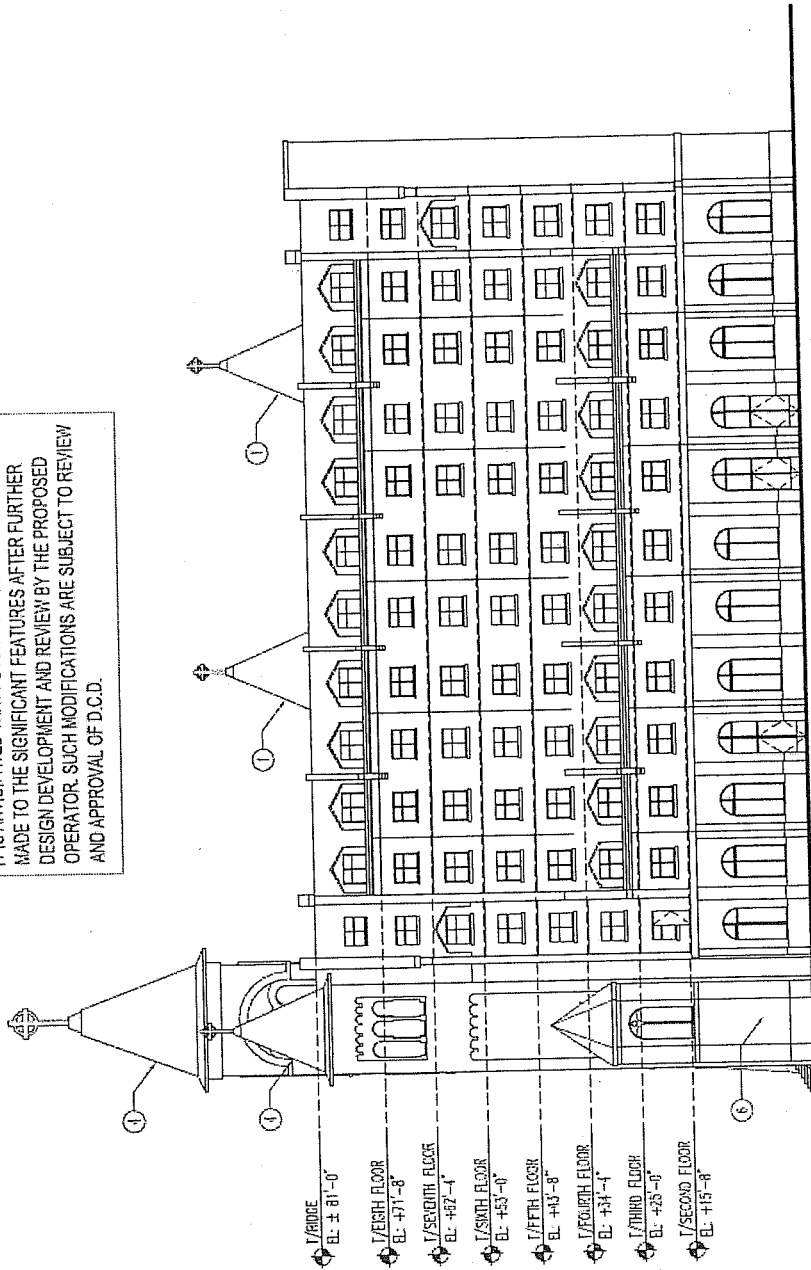
MAY 17, 2010

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ST. BONIFACE DEVELOPMENT - PHASE 1 - EAST ELEVATION

MAY 17, 2010

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Exhibit G

Initial Phase MBE/WBE Budget

Demolition Work	
Demo Phase 1 (see Exhibit E)	\$55,000
Demo Phase 2 (see Exhibit E)	\$275,000
[The balance of the Contingent Demolition Work (see Section 9.13.B.), if the Property reverts to the City	\$165,000]
Façade Stabilization	\$225,000
Predevelopment Expense: Architectural/Engineering	\$200,000
Total Initial Phase MBE/WBE Budget	\$785,000
Total Initial Phase MBE/WBE Budget if Property reverts to the City	\$950,000

## Exhibit H

### Insurance Requirements

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided: (A) Basic Form Builder's Risk for the Initial Project, not less than \$1,500,000; and (B) All Risk Builder's Risk for each of the Phase I Project and the Phase II Project, at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(b) Demolition/Construction. Prior to the demolition or construction, which ever occurs earlier, of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties demolishing or constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers

Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(v) Professional Liability

When any architects, engineers, construction managers or design consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(vii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the Building/Facility. The City is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements; provided that the City shall not increase the dollar limits set forth above.