

**HELLENIC MUSEUM AND CULTURAL CENTER**  
**REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF CHICAGO  
AND

UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS'

AND

HELLENIC MUSEUM AND CULTURAL CENTER

AND

WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE

This agreement was prepared by  
and after recording return to:

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## LIST OF EXHIBITS

Exhibit A	*Redevelopment Area
Exhibit B	*Property
Exhibit C	*TIF-Funded Improvements
Exhibit D	Redevelopment Plan
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Exhibit F	*Permitted Liens
Exhibit G-1	*Project Budget
Exhibit G-2	*MBE/WBE Budget
Exhibit H	Approved Prior Expenditures
Exhibit I	Opinion of Developer's Counsel
Exhibit J	*Public Benefits Program

(An asterisk(\*) indicates which exhibits are to be recorded.)

This agreement was prepared by and  
after recording return to:  
Crystal S. Maher, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

**HELLENIC MUSEUM AND CULTURAL CENTER**  
**REDEVELOPMENT AGREEMENT**

This Hellenic Museum and Cultural Center Redevelopment Agreement (this "Agreement") is made as of this 29<sup>th</sup> day of May, 2003, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("UHAC"), Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation ("HMCC" and, collectively with UHAC, the "Developer") and Western Springs National Bank and Trust, not personally, but solely as Trustee (the "Trustee") under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "Land Trust"). UHAC and HMCC are the sole beneficiaries of the Land Trust.

## RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on March 23, 1989: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Madison-Racine Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Madison-Racine Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Madison-Racine Redevelopment Project Area" (the "TIF Adoption Ordinance"); and, thereafter, on June 10, 1996, the City Council adopted ordinances (the "Expansion Ordinances"), expanding the boundaries of the Madison-Racine Redevelopment Project Area and renaming such expanded area the Near West Redevelopment Project Area (the "Redevelopment Area"); and, thereafter, on June 6, 2001, the City Council adopted an ordinance (the "Extension Ordinance") to clarify the portability language in the redevelopment plan for the Redevelopment Area and extending the termination date of the Redevelopment Area to December 31, 2013 (items(1)-(3), the Expansion Ordinances and the Extension Ordinance shall be collectively referred to herein as the "TIF Ordinances"). The Redevelopment Area is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased (the "Acquisition"), with fee simple title held by the Trustee, certain property located within the Redevelopment Area at 333 South Halsted, Chicago, Illinois 60661 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an approximately 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and provide the parking facilities described in Recital E hereof (the "Facility"). The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of



the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Parking Facilities: The Developer shall provide a total of 101 parking spaces in connection with the Project as set forth herein. A minimum of 11 parking spaces shall be available on-site. The Developer shall negotiate with adjacent Property owners for the vacation of Gladys Street and, if successful, shall provide a minimum of 15 additional parking spaces immediately adjacent to the Property on vacated Gladys Street. In addition, the Developer has entered into agreements with owners of surface lots within 1,000 feet of the Property for the lease of 75 parking spaces to be provided at a discounted rate to visitors of the museum and cultural center. Further agreements between the Developer and third party-developers who plan to construct two parking garages in the area would provide additional parking, which would replace the 75 surface-lot parking spaces. However, if the construction of these anticipated parking garages has not begun by the Construction Commencement Date, the Developer shall be required to construct underground parking facilities for an additional 40 parking spaces and to provide an additional 35 parking spaces through agreement(s) with owner(s) of surface lot(s) within 1,000 feet of the Property.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Near West Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

G. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, a portion of the proceeds of its Tax Increment Allocation Bonds (Near West Redevelopment Project), Series 2000 (the "Bonds") to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

## SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

## SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

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

"Construction Contract" shall mean that certain contract to be entered into between the Developer and the General Contractor providing for construction of the Project.

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

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of the Developer irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.05.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit G-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Performance L/C" shall mean an irrevocable, direct pay letter of credit issued by a financial institution and in a form acceptable to the City naming the City as the sole beneficiary, providing by its terms for payment to the City upon the City's submission of a certificate stating that the City is entitled to draw upon such Performance L/C under the terms of this Agreement. The Performance L/C shall be in the initial principal amount of \$2,500,000. The Performance L/C shall secure the City Funds in the event that the Developer fails to perform its obligations under the terms and conditions of this Agreement. The Performance L/C shall, by its terms, renew annually in an amount equal to the then-existing balance at the time of renewal until the issuance of the Certificate; provided, however, that the Performance L/C issuer may elect to not renew such Performance L/C by giving the City written notice of such election at least thirty (30)

days prior to the expiry date, in which case the Developer shall deliver a replacement Performance L/C to the City at least ten (10) days prior to such expiry date. If no Event of Default exists under this Agreement, the minimum balance of the Performance L/C will be reduced as follows:

(i) upon construction commencement and \$4,000,000 of Equity collected through the fund-raising activities of the Developer, the minimum Performance L/C balance will be reduced to \$2,000,000;

(ii) at 50% construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to \$1,500,000 if the Developer can demonstrate to the satisfaction of the Commissioner of DPD that sufficient Equity is available to complete the Project no later than the Construction Completion Date;

(iii) at 75% construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to \$1,000,000 if the Developer can demonstrate to the satisfaction of the Commissioner of DPD that sufficient Equity is available to complete the Project no later than the Construction Completion Date;

(iv) at 100% construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to \$500,000; and

(v) upon the issuance of the Certificate, the Performance L/C will no longer be required under this Agreement.

**"Permitted Liens"** shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit F hereto.

**"Plans and Specifications"** shall mean initial construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

**"Prior Expenditure(s)"** shall have the meaning set forth in Section 4.04(a) hereof.

**"Project Budget"** shall mean the budget attached hereto as Exhibit G-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

**"Redevelopment Project Costs"** shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

**"Scope Drawings"** shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

**"Survey"** shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City.

**"Term of this Agreement"** shall mean the period of time commencing on the Closing Date and ending on the twentieth (20th) anniversary of the date on which the Certificate of Completion of Construction is issued.

**"TIF-Funded Improvements"** shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

**"Title Company"** shall mean Chicago Title Insurance Company.

**"Title Policy"** shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Trustee as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens, if any, against the Property issued by the Title Company.

**"WARN Act"** shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

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

### SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than May 31, 2005 (the "Construction Commencement Date"); and (ii) complete construction and conduct business operations therein no later than December 31, 2007 (the "Construction Completion Date").

3.02 Scope Drawings and Plans and Specifications. At least sixty (60) days prior to the Construction Commencement Date, the Developer shall deliver the Scope Drawings and Plans and Specifications to DPD for its approval. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Fifteen Million Two Hundred Sixty-Six Thousand Three Hundred Thirty-Three Dollars (\$15,266,333). The Developer hereby certifies to the City that (a) the City Funds and Equity shall be sufficient to complete the Project and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage of the Facility by more than 5%; (b) a change in the use of the Property to a use other than as a museum and cultural center, with associated exhibit space, research facilities, auditorium, gift shop and offices; (c) a delay of more than three months in the completion of the Project; or (d) Change Orders resulting in changing the Project Budget by more than 5%. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be

deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has committed pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than \$100,000 each, to an aggregate amount of \$500,000, do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders and the Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

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

**3.06 Other Approvals.** Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals including, but not limited to, DPD's approval of the Plans and Specifications, and evidence of the General Contractor's and each subcontractor's bonding as required hereunder.

**3.07 Progress Reports and Survey Updates.** The Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD reflecting improvements made to the Property.

**3.08 Inspecting Agent or Architect.** An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder.

**3.09 Barricades.** Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

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

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

#### SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$15,266,333, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Section 4.05</u> )	\$11,766,333
Maximum City Funds (subject to <u>Section 4.03</u> )	3,500,000
<b>ESTIMATED TOTAL</b>	<b>\$15,266,333</b>

4.02 Developer Funds. Equity may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

#### 4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to pay directly or reimburse the Developer only for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.



(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$3,500,000

A total of \$2,500,000 of such City Funds shall be paid on the Closing Date in connection with the Acquisition of the Property. Provided the total Project costs exceed \$15,266,333 (the original Project Budget estimate as of the time that the Project was approved by the Community Development Commission of the City), then the total amount of City Funds shall equal \$3,500,000. If the total Project costs are less than \$15,266,333, then (i) the total amount of City Funds shall equal 22.9% of such actual total Project costs and (ii) if the City Funds previously paid directly or to reimburse the Developer in connection with the Acquisition of the Property exceeds such amount, then the City shall draw upon the Performance L/C for payment in such excess amount. Upon the issuance of the Certificate, the remaining \$1,000,000 in City Funds shall be paid to the Developer to reimburse the Developer for the Acquisition of the Property provided that the total Project costs exceed \$15,266,333. If the total Project costs are less than \$15,266,333, then the remaining contribution of City Funds to be made by the City shall be reduced accordingly. The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to the maximum of \$3,500,000 is contingent upon the fulfillment of these conditions.

**4.04 Treatment of Prior Expenditures and Subsequent Disbursements.**

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase of Property. A portion of the purchase price of the Property, exclusive of transaction costs, in an amount not to exceed \$2,500,000, shall be reimbursed to the Developer or the Trustee or paid directly by the City from City Funds on the Closing Date as a TIF-Funded Improvement.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited.

4.05 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.06 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the actual cost of the Acquisition is \$3,500,000;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(d) the Developer and the Trustee has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(e) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(f) the Project is In Balance. No later than at 50% completion of construction as evidenced by a certificate from the General Contractor, the Developer shall be required to establish that the Project is in balance ("In Balance"). The Project shall be deemed to be In Balance only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Equity and (iii) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance,

the Developer shall, within 10 days after a written request by the City, will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, the Bonds, the TIF Ordinances and/or this Agreement.

**4.07 Conditional Grant.** The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds previously paid directly or to reimburse the Developer are subject to being reimbursed to the City through draw(s) upon the Performance L/C by the City, among other reasons, if (i) the Facilities are not constructed in accordance with the terms and conditions set forth in this Agreement, (ii) the total Project Budget is less than \$15,266,333 pursuant to the terms set forth in Section 4.03 hereof, or (iii) either the Construction Commencement Date or the Construction Completion Date is not met in connection with the construction of the Facilities.

## SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

**5.01 Project Budget.** The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

**5.02 Intentionally Deleted.**

**5.03 Other Governmental Approvals.** The Developer has secured all other necessary approvals and permits required to date by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

**5.04 Financing.** Upon request by DPD, the Developer will furnish monthly updates, to the satisfaction of DPD, on its fund-raising efforts and details on its capital contributions in connection with the Equity. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing

Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Trustee as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit F hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.17 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the Acquisition of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name and the Trustee's name in connection with the Land Trust as follows:

Secretary of State	· UCC search
Secretary of State	· Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Trustee, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates, or shall deliver within thirty (30) days of the Construction Commencement Date, required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit I, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit I hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.04(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. The Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer and the Trustee have each provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Performance L/C. The Developer shall have delivered to the City the Performance L/C.

5.17 Land Trust Agreement. The Developer has provided to the Corporation Counsel and DPD, a certified copy of the Land Trust agreement, including any amendments or modifications made thereto (the "Land Trust Agreement"). The Developer and the Trustee agree that there shall be no material amendment or modification made to the Land Trust Agreement without the prior written consent of DPD. The Developer agrees to provide DPD with notice of any non-material amendment or modification made to the Land Trust Agreement within 10 business days of such amendment or modification being made.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

### 6.01 Bid Requirement for General Contractor and Subcontractors.

(a) Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City, and shall submit all bids received to DPD for its inspection and written approval. The Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor shall be limited to no more than 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten

(10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

## SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project and the Facility being opened for the general public's use in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of this Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of this Agreement as to the

parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.06 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of this Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

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

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto and to draw upon the Performance L/C for reimbursement of City Funds previously paid to the Developer or upon the Developer's behalf;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not violate any Bond documents.

**7.04 Notice of Expiration of Term of Agreement.** Upon the expiration of the Term of this Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of this Agreement has expired.



**SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER AND THE TRUSTEE.**

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, and throughout the Term of this Agreement, that:

(a) UHAC and HMCC are Illinois not-for-profit corporations, each duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) UHAC, HMCC and the Trustee each has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by UHAC, HMCC and the Trustee of this Agreement has been duly authorized by all necessary corporate actions, and does not and will not violate UHAC's Articles of Incorporation, HMCC's Articles of Incorporation, or respective by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which UHAC, HMCC or the Trustee is now a party or by which UHAC, HMCC or the Trustee is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, the Trustee shall acquire on the Closing Date and thereafter maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens);

(e) UHAC and HMCC each is and shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting either UHAC or HMCC which would impair its ability to perform under this Agreement;

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

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer and/or the Trustee shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer and/or the Trustee have not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

**8.03 Redevelopment Plan.** The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.07 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.08 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.08.

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

**8.10 Conflict of Interest.** Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business or the Property.

**8.11 Disclosure of Interest.** Except as disclosed to the City, the Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

**8.12 Financial Statements.** The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended December 31, 2003 and each fiscal year thereafter for the Term of this Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

**8.13 Insurance.** The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

**8.14 Non-Governmental Charges.**

(a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request,

official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.14); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.15 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.16 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.17 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

## 8.18 Real Estate Provisions.

### (a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof

in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

**8.19 Intentionally Deleted.**

**8.20 Public Benefits Program.** The Developer shall undertake a public benefits program as described on Exhibit J. On a semi-annual basis, the Developer shall provide the City with a status report describing in sufficient detail the Developer's compliance with the public benefits program.

**8.21 Survival of Covenants.** All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of this Agreement.

**SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY**

**9.01 General Covenants.** The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

**9.02 Survival of Covenants.** All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of this Agreement.

## SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.



The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The 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 Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq., Municipal Code, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 25 percent by MBEs.
- ii. At least 5 percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code.

(c) Consistent with Section 2-92-440, Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) During the construction of the Facilities, the Developer shall deliver quarterly reports to DPD describing its efforts to achieve compliance with this MBE/WBE commitment. Such

reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may (1) draw on the Performance L/C; (2) withhold any further payment of any City Funds to the Developer or the General Contractor, and/or (3) seek any other remedies against the Developer available at law or in equity.

## SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

## SECTION 12. INSURANCE

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

(a) Prior to Execution and Delivery of this Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$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 bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

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

(vii) Valuable Papers Insurance

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

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of this Agreement

- (i) Prior to the Construction Commencement Date and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.
- (ii) Post-construction, throughout the Term of this Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the

Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

## **SECTION 13. INDEMNIFICATION**

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an

“Indemnatee,” and collectively the “Indemnitees”) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer’s or any contractor’s failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer’s failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnatee arising from the wanton or willful misconduct of that Indemnatee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

## **SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT**

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements,



general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of this Agreement.

## SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however,

that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(h) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and/or draw upon the Performance L/C for reimbursement of City Funds previously paid directly or to reimburse the Developer. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period

and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

## SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit F hereto and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer and/or Trustee may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer and/or Trustee may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and among the City, the Developer and the Trustee as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's and/or the Trustee's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's and/or the Trustee's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer and/or the Trustee for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's and/or Trustee's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's and/or Trustee's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's and/or the Trustee's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's and/or Trustee's interest hereunder, such party shall be entitled to no rights and benefits under this

Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage may be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

## SECTION 17. NOTICE

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

If to the City:                   City of Chicago  
  Department of Planning and Development  
  121 North LaSalle Street, Room 1000  
  Chicago, IL 60602  
  Attention: Commissioner

With Copies To:                City of Chicago  
  Department of Law  
  Finance and Economic Development Division  
  121 North LaSalle Street, Room 600  
  Chicago, IL 60602

If to the Developer:         Levenfeld Pearlstein Glassberg Tuchman Bright  
  Goldstein & Schwartz LLC  
  33 West Monroe Street, 21st Floor  
  Chicago, Illinois 60603  
  Attention: Konstantinos Armiros

With Copies To:                Acosta, Kruse, Raines & Zemenides  
  One South Wacker Drive, Suite 3890  
  Chicago, Illinois 60606  
  Attention: Endy D. Zemenides

If to the Trustee: Western Springs National Bank and Trust - Trust No. 3922  
4456 Wolf Road  
Western Springs, Illinois 60558  
Attention: Jerry Miceli

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

## SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibits A and D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than 180 days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer and the Trustee agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications

as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance such ordinance(s) shall prevail and control.

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

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

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

18.15 Assignment. The Developer or the Trustee may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer or the Trustee under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.18 (Real Estate Provisions) and 8.21 (Survival of Covenants) hereof, for the Term of this Agreement. The Developer and the Trustee consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the Trustee, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City, the Trustee and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor the Trustee nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on

this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, the Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the City's enforcement of this Agreement. This includes, subject to any limits under applicable law, attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom



an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.23 Trustee Exculpation. This Agreement is executed by Trustee, not personally, but solely as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Trustee personally to perform any covenant either express or implied herein. No personal liability shall be asserted or be enforceable against the Trustee by reason of any of the covenants, statements, representations or warranties contained in this instrument.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

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

**UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS**, an Illinois not-for-profit corporation

By: *[Signature]*  
Its: President

**HELLENIC MUSEUM AND CULTURAL CENTER**, an Illinois not-for-profit corporation

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

**WESTERN SPRINGS NATIONAL BANK AND TRUST**, as Trustee, not personally, but solely as Trustee under Trust Number 3922

By: *[Signature]*  
Its: President / Trust Officer

ATTEST:  
By: *[Signature]*  
Its: Chairman of the Board

**CITY OF CHICAGO**

By: \_\_\_\_\_  
\_\_\_\_\_  
Commissioner, Department of Planning and Development

This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it solely as Trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

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

**UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS**, an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**HELLENIC MUSEUM AND CULTURAL CENTER**, an Illinois not-for-profit corporation

By: John L. Marks  
John Marks

Its: President

**WESTERN SPRINGS NATIONAL BANK AND TRUST**, as Trustee, not personally, but solely as Trustee under Trust Number 3922

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF CHICAGO**

By: \_\_\_\_\_

\_\_\_\_\_,  
Commissioner, Department  
of Planning and Development

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

**UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS**, an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**HELLENIC MUSEUM AND CULTURAL CENTER**, an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WESTERN SPRINGS NATIONAL BANK AND TRUST**, as Trustee, not personally, but solely as Trustee under Trust Number 3922

ATTEST:

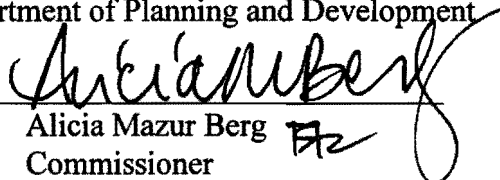
By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_


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

By:   
Alicia Mazur Berg  
Commissioner *AB*

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK    )

I, Peter G. Frezados, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES A. REGAS, personally known to me to be the PRESIDENT of United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation (the "UHAC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the UHAC, as his/her free and voluntary act and as the free and voluntary act of the UHAC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29<sup>th</sup> day of May, 2003.

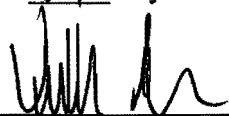
  
Notary Public  
**OFFICIAL SEAL**  
**PETER G. FREZADOS**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2006  
Commission Expires Feb 3, 2006

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK     )

I, Victoria L. Franzen, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John Marks, personally known to me to be the President of Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation (the "HMCC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the HMCC, as his/her free and voluntary act and as the free and voluntary act of the HMCC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of April, 2003.



  
\_\_\_\_\_  
Notary Public

My Commission Expires JUNE 15, 2003

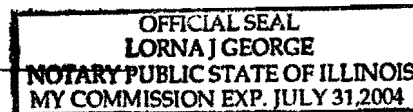
STATE OF ILLINOIS)  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Jerry F. Miceli ~~and~~ \_\_\_\_\_, personally known to me to be the President / Trust ~~and~~ Officer, respectively of Western Springs National Bank and Trust (the "Trustee"), personally known to me to be the same persons whose names ~~are~~<sup>is</sup> subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ ~~and~~ \_\_\_\_\_, ~~they~~ signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Trustee as their free and voluntary act, and as the free and voluntary act and deed of the Trustee for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of May, 2003.

Notary Public *Lorna J. George*

My Commission Expires \_\_\_\_\_



STATE OF ILLINOIS    )  
  ) ss  
COUNTY OF COOK    )

I, Ricky Knight, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alicia Mazur Berg, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29<sup>TH</sup> day of May, 2003.

Ricky Knight  
Notary Public

My Commission Expires 6/21/2005





**EXHIBIT A**

**REDEVELOPMENT AREA**

**LEGAL DESCRIPTION**

**(See attached pages.)**

The legal description of the Near West Redevelopment Project Area includes the legal description of the Original Redevelopment Project Area combined with the legal description of the Added Area, and is as follows:

**Legal Description of the Original Redevelopment Project Area**

BEGINNING AT THE SOUTHEAST CORNER OF WEST MADISON STREET AND SOUTH GREEN STREET; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SOUTH GREEN STREET AND WEST MONROE STREET; THENCE WESTERLY TO A SOUTHWEST CORNER OF SOUTH SANGAMON STREET AND WEST MONROE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF WEST MADISON STREET AND SOUTH SANGAMON STREET; THENCE WESTERLY TO THE SOUTHEASTERN CORNER OF WEST MADISON STREET AND SOUTH MORGAN STREET; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SOUTH MORGAN STREET AND WEST MONROE STREET; THENCE WESTERLY TO THE SOUTHWEST CORNER OF SOUTH ABERDEEN STREET AND WEST MONROE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF WEST MADISON STREET AND SOUTH ABERDEEN STREET; THENCE WESTERLY TO A POINT IN THE WEST LINE, PRODUCED SOUTH OF NORTH MAY STREET; THENCE NORTHERLY TO THE NORTHWEST CORNER OF WEST RANDOLPH STREET AND NORTH MAY STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF WEST RANDOLPH STREET AND NORTH CARPENTER STREET; THENCE SOUTHERLY TO THE NORTHEAST CORNER OF NORTH CARPENTER STREET AND WEST WASHINGTON STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF NORTH PEORIA STREET AND WEST WASHINGTON STREET; THENCE SOUTHERLY TO THE NORTHEAST CORNER OF WEST MADISON STREET AND NORTH PEORIA STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF WEST MADISON STREET AND NORTH GREEN STREET; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

**THIS AREA INCLUDES:**

BLOCK 17-08-448 OF WHICH A PART IS A PART OF S.F. GALE'S SUB. OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO (REC. FEBRUARY 29, 1872. DOC. 15649) (WHICH SAID CARPENTER'S ADDITION IS A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836); AND OF WHICH A PART IS ALSO A PART OF WILLIAM HALE THOMPSON'S SUB. OF LOTS 17 TO 26 INC. IN S.F. GALE'S SUB. OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 21, 1890. DOC. 1306568 (WHICH SAID CARPENTER'S ADDITION IS A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836).

**ALSO**

BLOCK 17-08-447 OF WHICH PART IS A PART OF BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO, A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836. ANTE FIRE; AND OF WHICH A PART IS ALSO A PART OF ASSESSOR'S SECOND DIVISION OF THE EAST 1/2 OF LOT 3 ALL OF LOTS 1, 2, 7, 8, 11, 12, 15, 16, 17 & 18 OF BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO. REC. NOVEMBER 29, 1872. DOC. 71687. RE-REC. OCTOBER 1, 1875. DOC. 51466; AND OF WHICH A PART IS ALSO A PART OF H.C. VAN SCHAAK'S SUB. OF LOT 7 (EXCEPT THE NORTH 20 FEET) AND LOT 8 (EXCEPT THE SOUTH 20 FEET) IN BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO. REC. OCTOBER 27, 1885. DOC. 664546.

**ALSO**

BLOCK 17-08-446 OF WHICH A PART IS A PART OF BLOCK 50 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE); AND OF WHICH A PART IS A PART OF ASSESSOR'S DIVISION OF LOTS 1 TO 9 IN BLOCK 50 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 30, 1859. ANTE-FIRE.

**ALSO**

BLOCK 17-08-437 WHICH IS PART OF BLOCK 42 CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE).

**ALSO**

BLOCK 17-08-436 WHICH IS PART OF WILLIAM J. BUNKER'S SUB. OF BLOCK 43 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 1, 1848. ANTE-FIRE, (WHICH SAID

CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE)).

ALSO

BLOCK 17-08-444 OF WHICH A PART IS A PART OF RESUB. OF BLOCK 48 OF CARPENTER'S ADDITION TO CHICAGO. REC. FEBRUARY 17, 1857. ANTE-FIRE (WHICH SAID CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836); AND WHICH A PART IS A PART OF C.W. COOK'S SUB. OF LOTS 1 TO 5 OF BLOCK 48 OF CARPENTER'S ADDITION TO CHICAGO (ANTE-FIRE), (WHICH SAID CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836).

ALSO

BLOCK 17-08-445 OF WHICH A PART IS A PART OF BLOCK 49 OF THE CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE); AND OF WHICH A PART IS A PART OF THE SUB. OF THE WEST 100 FEET OF LOT 6 OF BLOCK 49 OF CARPENTER'S ADDITION TO CHICAGO. REC. SEPTEMBER 13, 1875. DOC. 48790.

ALSO

BLOCK 17-17-208 OF WHICH IS BLOCK 2 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17-39-14. ANTE-FIRE.

ALSO

BLOCK 17-17-207 WHICH IS A PART OF BLOCK 3 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17-39-14 (ANTE-FIRE); AND OF WHICH A PART IS SUBDIVISION OF LOTS 15 AND 16, BLOCK 3, DUNCAN'S ADDITION TO CHICAGO, ANTE-FIRE.

ALSO

BLOCK 17-17-203 WHICH IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO. REC. AUGUST 13, 1853. ANTE-FIRE, (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17-39-14. REC. AUGUST 31, 1848 (ANTE-FIRE); AND WHICH SAID DUNCAN'S

ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 17-39-14. REC. APRIL 29, 1836 (ANTE-FIRE)).

ALSO

BLOCK 17-17-204 OF WHICH A PART IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION, AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO. REC. AUGUST 13, 1853 (ANTE-FIRE), (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST 1/4 OF SECTION 17-39-14; AND WHICH SAID DUNCAN'S ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 17-39-14); AND OF WHICH A PART IS ALSO A PART OF SUBDIVISION OF THE INTERIOR PART OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION. REC. APRIL 8, 1857 (ANTE-FIRE); AND OF WHICH A PART IS ALSO A PART OF HOLDEN'S PLAT OF PARTS OF BLOCK 5 OF DUNCAN'S ADDITION AND PART OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE).

ALSO

BLOCK 17-17-205, OF WHICH A PART IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO. REC. AUGUST 13, 1853 (ANTE-FIRE), (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST 1/4 OF SECTION 17-39-14. REC. AUGUST 31, 1848 (ANTE-FIRE), AND WHICH SAID DUNCAN'S ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 1739-14. REC. APRIL 29. 1836 (ANTE-FIRE)); AND OF WHICH A PART IS A PART OF C.C.P. HOLDEN'S RESUBDIVISION OF LOTS 33, 34, & 35 OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE).

#### **Added Area Legal Description**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8 AND PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHTS OF WAY LINE OF WEST LAKE STREET, WITH THE WEST RIGHTS OF WAY LINE OF NORTH PEORIA STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF NORTH PEORIA STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST WASHINGTON

STREET, TO THE EAST RIGHTS OF WAY LINE OF NORTH PEORIA STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF NORTH PEORIA STREET, TO THE SOUTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET; THENCE EAST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET, TO THE WEST RIGHTS OF WAY LINE OF NORTH GREEN STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF NORTH GREEN STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST MADISON STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST MADISON STREET, TO THE EAST RIGHTS OF WAY LINE OF NORTH GREEN STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF NORTH GREEN STREET AND THE EAST RIGHTS OF WAY LINE OF SOUTH GREEN STREET, TO THE SOUTH RIGHTS OF WAY LINE OF WEST MONROE STREET; THENCE WEST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST MONROE STREET, TO THE EAST RIGHTS OF WAY LINE OF SOUTH PEORIA STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF SOUTH PEORIA STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST ADAMS STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST ADAMS STREET, TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 9 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, ALSO BEING A POINT IN THE CENTERLINE OF SAID BLOCK 9; THENCE SOUTH, ALONG THE CENTERLINE OF BLOCK 12 IN SAID DUNCAN'S ADDITION TO CHICAGO (AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS) TO THE SOUTH RIGHTS OF WAY LINE OF WEST JACKSON BOULEVARD; THENCE EAST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST JACKSON BOULEVARD, TO THE WEST RIGHTS OF WAY LINE OF SOUTH GREEN STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF SOUTH GREEN STREET, TO THE NORTHERLY RIGHTS OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY; THENCE EASTERLY, ALONG SAID NORTHERLY RIGHTS OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY TO A POINT ON THE SOUTH LINE OF LOT 2 IN BLOCK 21 IN SAID DUNCAN'S ADDITION TO CHICAGO, SAID POINT BEING 17.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING ON THE WEST RIGHTS OF WAY LINE OF SOUTH HALSTED STREET; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 17 IN J.A. YALE'S SUBDIVISION OF BLOCK 5 OF SCHOOL SECTION ADDITION TO CHICAGO OF SAID SECTION 16, SAID POINT BEING ON THE EAST RIGHTS OF WAY LINE OF SOUTH HALSTED STREET; THENCE EAST, ALONG THE SOUTH LINE OF LOTS 17 THRU 13 INCLUSIVE, IN SAID J.A. YALE'S SUBDIVISION, TO A POINT ON THE EAST LINE OF THE WEST 5.00 FEET OF LOT 13 IN SAID J.A. YALE'S SUBDIVISION; THENCE NORTH, ALONG SAID EAST LINE OF THE WEST 5.00 FEET OF LOT 13, TO THE SOUTH RIGHTS OF WAY LINE OF WEST VAN BUREN STREET; THENCE NORTHERLY, TO A POINT ON THE NORTHERLY RIGHTS OF WAY LINE OF WEST VAN BUREN STREET, SAID POINT BEING ON THE WEST RIGHTS OF WAY LINE OF THE JOHN F. KENNEDY EXPRESSWAY; THENCE NORTHERLY, ALONG SAID WEST RIGHTS OF WAY

LINE OF THE JOHN F. KENNEDY EXPRESSWAY, TO THE NORTH RIGHTS OF WAY LINE OF WEST LAKE STREET; THENCE WEST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST LAKE STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**PROPERTY**

**LEGAL DESCRIPTION**

LOT 16 AND THAT PART OF LOTS 13, 14, AND 15 DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE NORTH LINE OF LOT 13, WHICH IS 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 13, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 13, 35 FEET SOUTH OF THE NORTH LINE OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF EAST 25.5 FEET OF LOT 14 WHICH IS 82 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 14, WHICH IS 40 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE SOUTHWESTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 15, 27 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 15; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 15 TO SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH ALONG WEST LINE OF SAID LOT 15 TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 13, 14, AND 15 TO THE PLACE OF BEGINNING, ALL IN BLOCK 4 IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 333 South Halsted Street, Chicago, Illinois 60661  
PIN: 17-16-117-001, -025, -027, -032 and -033



**EXHIBIT C**

**TIF-FUNDED IMPROVEMENTS**

<u>Line Item</u>	<u>Cost</u>
Acquisition	\$3,500,000

**EXHIBIT D**

**REDEVELOPMENT PLAN**

(See attached pages.)

**EXHIBIT E**

Intentionally Omitted.

## **EXHIBIT F**

### **PERMITTED LIENS**

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

**EXHIBIT G-1**

**PROJECT BUDGET**

**Sources of Funds:**

City TIF Funds	\$3,500,000
Hellenic Museum Fund-raising	\$11,766,233

**Uses of Funds:**

**Hard Costs:**

Construction	\$10,083,308
Upgraded HVAC	\$693,025
Land Acquisition	\$3,500,000
Demolition	\$50,000
Projector and Sound System	\$45,000
Benches, Sculpture Garden	\$15,000
<b>Total hard costs:</b>	<b>\$14,341,333</b>

**Soft Costs:**

Architectural Fee	\$750,000
Legal Fees	\$100,000
Survey, Title	\$15,000
Insurance	\$25,000
Miscellaneous	\$35,000
<b>Total soft costs:</b>	<b>\$925,000</b>

<b>Total Project Costs:</b>	<b>\$15,266,333</b>
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**EXHIBIT G-2**

**MBE/WBE BUDGET**

Construction	\$10,083,308
Demolition	50,000
<b>Total</b>	<b>\$10,133,308</b>

**REQUIRED MBE/WBE EXPENDITURES**

MBE Allocation (25%)	\$2,533,327
WBE Allocation (5%)	506,665
<b>Total</b>	<b>\$3,039,992</b>

**EXHIBIT I**

**OPINION OF DEVELOPER'S COUNSEL**

(NOT ATTACHED FOR RECORDING PURPOSES)

(To be retyped on the Developer's Counsel's letterhead)

City of Chicago  
121 North LaSalle Street  
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("UHAC") and Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation ("HMCC" and, collectively with UHAC, the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Near West Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) Hellenic Museum and Cultural Center Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");
- (b) the Performance L/C; and
- (c) all other agreements, instruments and documents executed in connection with the foregoing.

Capitalized terms not otherwise defined in this opinion shall have the meaning set forth in the Agreement.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of UHAC's and HMCC's (i) respective Articles of Incorporation, as amended to date, (ii) respective qualifications to do business and certificates of good standing in all states in which each is qualified to do business, (iii) respective By-Laws, as amended to date, and (iv) respective records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. UHAC and HMCC are Illinois not-for-profit corporations each duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the UHAC's or HMCC's respective Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the UHAC or HMCC is a party or by which the UHAC or HMCC or their respective properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the UHAC or HMCC is a party or by which it or any of UHAC's or HMCC's respective property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action



on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

## **EXHIBIT J**

### **PUBLIC BENEFITS PROGRAM**

The Developer agrees to provide the following public benefits upon the Construction Completion Date:

- To participate annually in the "Spotlight on Chicago" program with the City's Department of Cultural Affairs.
- To participate annually in the "Cultural Connections" program sponsored by the Chicago Public Schools (the "CPS") and the Field Museum of Natural History. As part of Cultural Connections, the Developer will participate in the CPS Parent Field Trip Initiative.
- To offer the CPS one (1) free field trip per month to the Facility.
- To make the archives and other research capabilities of the Facility available to CPS faculty researching topics related to the exhibits or general focus of the Hellenic Museum and Cultural Center.
- To cooperate with the CPS's Office of Language & Cultural Education to offer special programs to the CPS.