

Contract Summary Sheet

Contract (PO) Number: 13688

Specification Number: 53054

Name of Contractor: PERSHING & STATE L P

City Department: PLANNING & DEVELOPMENT

Title of Contract: Redevelopment Agreement 39th and State

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

\$734,378 00

PO Start Date: 12/1/2003

PO End Date: 11/4/2021

Brief Description of Work: Redevelopment Agreement 39th and State

Procurement Services Contact Person: THOMAS DZIEDZIC

Vendor Number: 50070828

Submission Date:

NOV 27 2006

The following is said ordinance as passed

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on November 4, 1998 and published at pages 80642 and 80644 through 80758 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Bronzeville Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74 4-1, et seq) (as amended from time to time, the "Act"), and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 4, 1998 and published at pages 80758 through 80768 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act, and

WHEREAS, Pursuant to an ordinance (the "T I F Ordinance") adopted by the City Council on November 4, 1998 and published at pages 80768 through 80777 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan, and

WHEREAS, Pershing & State, L P , an Illinois limited partnership (the "Developer") will acquire fee simple title from the City to parcels comprising five (5) sites located in the Redevelopment Area and listed as Parcels 1 through 5 on Exhibit A of this ordinance as being owned by the City, subject to survey (such five (5) parcels, the "City Parcels") for consideration of One and no/100 Dollars (\$1 00) per each parcel, and

WHEREAS, An affiliate of the Developer has previously acquired fee simple title from a private party to parcels comprising two (2) sites located in the Redevelopment Area and listed as Parcels 6 and 7 on Exhibit A of this ordinance, subject to survey (the "Previously Acquired Parcels"), which, on or before the closing date under the Redevelopment Agreement (as hereinafter defined), such affiliate will convey to the Developer (such two (2) parcels, together with the City Parcels, the "Property"), and

7/29/2003

REPORTS OF COMMITTEES

5295

WHEREAS, The Developer will, upon acquiring title to the Property, thereafter commence and complete construction on the Property of one (1) six (6) story mid-rise building having eighty (80) residential units. Of such eighty (80) units, there will be approximately fifty (50) one (1) bedroom units and thirty (30) two (2) bedroom units. All eighty (80) units will be subject to rent restrictions and rented only by households earning sixty percent (60%) or less of the median income for the City of Chicago. Of these eighty (80) units, twenty-seven (27) units will be reserved and made available as replacement public housing units, and

WHEREAS, The Developer has proposed to undertake the redevelopment of the City Parcels in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the acquisition of legal title to the City Parcels and the construction of the improvements described in the immediately preceding recital, to be financed in part by a portion of the incremental taxes, if any, deposited in the Bronzeville Redevelopment Project Area Special Tax Allocation Fund (as defined in the T I F Ordinance) pursuant to Section 5/11-74 4-8(b) of the Act ("Incremental Taxes"), and

WHEREAS, Pursuant to Resolution 03-CDC-06 adopted by the Community Development Commission of the City of Chicago (the "Commission") on February 11, 2003, the Commission authorized the City's Department of Planning and Development ("D P D ") to publish notice pursuant to Section 5/11-74 4-4(c) of the Act of its intention to enter into a negotiated sale with the Developer for the City Parcels, to provide tax increment financing assistance and negotiate a redevelopment agreement with the Developer for the project, and to request alternative proposals for the sale and conveyance of the City Parcels and the redevelopment of the City Parcels, and

WHEREAS, D P D published the notice, requested alternative proposals for the sale of the City Parcels and redevelopment of the City Parcels and provided reasonable opportunity for other persons to submit alternative bids or proposals, and

WHEREAS, Since no other responsive proposals were received by D P D for the sale and conveyance of the City Parcels and the redevelopment of the City Parcels within thirty (30) days after such publication, pursuant to Resolution 03-CDC-06, the Commission has recommended that the City be authorized to sell and convey the City Parcels to the Developer and that the Developer be designated as the developer for the project and that D P D be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the project, now, therefore,

5296

JOURNAL--CITY COUNCIL--CHICAGO

7/29/2003

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

SECTION 1 The above recitals are incorporated herein and made a part hereof

SECTION 2 The Developer is hereby designated as the developer for the project pursuant to Section 5/11-74 4-4 of the Act

SECTION 3 The Commissioner of D P D (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement

SECTION 4 The City is hereby authorized to sell and convey to the Developer each of the five (5) parcels comprising the City Parcels listed as Parcels 1 through 5 on Exhibit A for consideration of One and no/100 Dollars (\$1 00) per parcel. The City Parcels shall be conveyed to the Developer subject to the Developer's execution of and in compliance with the terms and conditions of the Redevelopment Agreement referred to in Section 3 above

SECTION 5 The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to the Developer the City Parcels listed on Exhibit A attached hereto that, together with the Previously Acquired Parcels, will comprise the Project site and that are to be conveyed to the Developer

SECTION 6 If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance

SECTION 7 All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict

SECTION 8. This ordinance shall be in full force and effect immediately upon its passage

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



Doc#: 0335814186
 Eugene "Gene" Moore Fee \$158 00
 Cook County Recorder of Deeds
 Date: 12/22/2003 02 07 PM Pg: 1 of 88

This agreement was prepared by and
 after recording return to

Steven J. Holler
 City of Chicago Law Department
 121 North LaSalle Street, Room 600
 Chicago, IL 60602

SWD 01032750 6 08 19 NNN

Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601

**PERSHING COURTS
 REDEVELOPMENT AGREEMENT**

This Pershing Courts Redevelopment Agreement (the "Agreement") is made as of this 1st day of December, 2003, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Pershing & State L.P., an Illinois limited partnership (the "Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 4-1 et seq., as amended (the "Act"), to finance the redevelopment of conservation and blighted areas.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of City (the "City

Council") adopted the following ordinances on November 4, 1998: (1) "An Ordinance of the City of Chicago, Illinois, Approving a Redevelopment Plan for the Bronzeville Tax Increment Financing Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois, Designating the Bronzeville Redevelopment Project Area a Tax Increment Financing District" and (3) "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Bronzeville Redevelopment Project Area". Collectively, these ordinances shall be referred to herein as the "TIF Ordinances." The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: On the closing date, the Developer will acquire fee simple title to the seven (7) sites located in the Redevelopment Area and legally described on Exhibit B (each project site individually, and the seven (7) sites collectively, the "Property"). The City will convey the five (5) sites described on Exhibit B as Parcels 1 through 5 (the "City Parcels") to the Developer for the purchase price of \$1.00 per parcel. An Affiliate of the Developer has previously acquired the two (2) sites described on Exhibit B as Parcels 6 and 7 and, on the closing date, will convey these sites to the Developer. Within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete the following activities (the "Project"): construction on the Property of one six-story midrise building having 80 residential units. Of such 80 units, there will be approximately 50 one-bedroom units and 30 two-bedroom units. All 80 units will be subject to rent-restrictions and rented only by households earning sixty percent (60%) or less of the median income for the City of Chicago. Of these 80 units, 27 units will be reserved and made available as replacement public housing units. Of these 80 units, four will be accessible units and two will be equipped for occupancy by hearing-impaired persons. A total of 80 parking spaces, 52 of which will be located on the Property and 28 of which will be located on adjacent property owned by the Chicago Transit Authority and leased to the Developer on a long-term basis, shall also be provided. But for the Developer's execution of this Agreement, the City would be unwilling to convey any portion of the Property or provide any City Funds or other City financing for the Project.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Bronzeville Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan and Project (as the same may be amended from time to time, the "Redevelopment Plan") attached hereto as Exhibit C. Among the goals and objectives of the Redevelopment Plan are increasing the amount of new rental units and facilitating the development of vacant land in the Redevelopment Area.

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

G. City Financing: Pursuant to the terms and conditions of this Agreement, the City will pay or reimburse the Developer for the TIF-Funded Improvement Costs (as defined below) from Available Incremental Revenues (the "City Funds") in the manner set forth in the TIF Ordinances (as defined below).

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

SECTION 1. RECITALS

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

SECTION 2. DEFINITIONS

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

"Act" shall have the meaning set forth in Paragraph B of the Recitals hereto.

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

"Available Incremental Revenues" shall mean those Incremental Taxes deposited in the Incremental Taxes Fund attributable to the taxes levied on the Property, to the extent available, allocated by the City in each fiscal year for payment of the TIF-Funded Improvement Costs. Exhibit E sets forth an estimate of such Available Incremental Revenues, but is only an estimate, and all payments of such Available Incremental Revenues area subject to the conditions set forth in Section 4 and otherwise in this Agreement.

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

"CHA Loan" shall mean the loan made by the Chicago Housing Authority, or a financial institution or other entity acceptable to the Commissioner of DOH, for the Project, in the amount and on the terms set forth in Paragraph A.3 of Exhibit D hereto.

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

"City Parcels" shall mean the parcels described as Parcels 1 through 5 on Exhibit B.

"City Loan" shall mean the loan made by the City of Chicago for the Project, in the amount and on the terms set forth in Paragraph A.2 of Exhibit D hereto.

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

"DOH" shall mean the City, acting through its Department of Housing, which shall perform certain administrative functions under this Agreement.

"Employer(s)" shall have the meaning set forth in Section 11

hereof.

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

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

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

"First Mortgage Loan" shall have the meaning set forth in Paragraph A.1 of Exhibit D hereto and, during the initial construction period, shall also include the financing described in Paragraph A.4 of Exhibit D hereto.

"First Mortgagee" shall mean NEF Mortgage Corporation, an Illinois not-for-profit corporation, and, upon such first party's origination and sale of the loan to The Community Development Trust, LP, a Delaware limited partnership, its successors and assigns, such second party During the initial construction period, "First Mortgagee" shall also include Bank of America, as provider of the financing described in Paragraph A.4 of Exhibit D hereto.

"General Contractor" shall mean Walsh Construction Company of Illinois, Inc.

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

by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

"HUD Declaration" shall mean that certain Declaration of Restrictive Covenants in favor of HUD, dated as of December 1, 2003, entered into by the CHA, the Developer and HUD in connection with the CHA Loan

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by Treasurer into the Incremental Taxes Fund.

"Incremental Taxes Fund" shall mean the Bronzeville Redevelopment Project Area Special Tax Allocation Fund created pursuant to the TIF Ordinances.

"Lender Financing" shall have the meaning set forth in paragraph F of the Recitals.

"Lenders" shall mean the providers of the Lender Financing.

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

"MBE/WBE Project Budget" shall mean the MBE/WBE budget for the Developer Project attached hereto as Exhibit F-2.

"Other Funds" shall mean those funds set forth in paragraph B of Exhibit D.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by VOA Associates Incorporated

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

"Project Budget" shall mean the budget for the Developer Project attached hereto as Exhibit F-1.

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

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

"Regulatory Agreement" shall mean that certain Regulatory and Operating Agreement dated as of the date hereof and amendments thereto, if any, entered into between the Developer and the Chicago Housing Authority with respect to the Property.

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

"Term of the Agreement" shall mean the term commencing on the date of execution of this Agreement and ending November 4, 2021.

"TIF-Funded Improvement Costs" shall have the meaning set forth in Section 4.02 hereof.

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

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, issued by the Title Company.

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

SECTION 3. THE PROJECT**3.01 The Project.**

(a) On the closing date, the City will convey the City Parcels to the Developer for the purchase price of \$1.00 per parcel. The Developer shall thereafter: (i) commence construction of the Project no later than 120 days from the passage by the City Council of the ordinance approving this Agreement, subject to such extension, if any, as the City, in its sole discretion, may grant; and (ii) complete construction of the Project no later than 22 months from the passage by the City Council of the ordinance approving this Agreement, subject to the provisions of Section 18.16 of this Agreement. The Project shall be carried out in accordance with the Plans and Specifications for the Project.

(b) The City will convey the City Parcels by quitclaim deed subject to (i) standard exceptions in an ALTA title insurance policy, (ii) all general real estate taxes (provided, however, that the City agrees to use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property) prior to the closing date, (iii) all easements, encroachments, covenants and restrictions of record and not shown of record, and (iv) such other title defects and encumbrances as may exist.

3.02 Plans and Specifications. The Plans and Specifications shall conform to the Redevelopment Plan and all applicable state and local laws, ordinances and regulations. On or before the date hereof, the Developer has delivered to DOH, and DOH has approved, the Plans and Specifications, a list of which are attached hereto as Exhibit G. The Developer has also submitted all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

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

3.03 Project Budget The Developer has furnished to DOH, and DOH has approved, the Project Budget. The Developer hereby

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

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

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

3.06 Architect's Certificates and Periodic Reports. The Developer has contracted with VOA Associates Incorporated (the "Developer's Architect") to act as its architect on the Project. The Developer's Architect shall provide the following documents to DOH:

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

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

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

SECTION 4. FINANCING FOR THE PROJECT COSTS

4.01 Initial Financing for the Project. The Developer shall pay for all of the Project Costs using the proceeds of the Lender Financing and Other Funds

4.02 Reimbursement for TIF-Funded Improvement Costs.

(a) The City hereby agrees to reimburse the Developer from Available Incremental Revenues, if any, up to the maximum amount specified in Section 4.04, for 50% of the cost of construction of new housing units in the Project to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Housing Act, as permitted under Section 5/11-74.4-3(q)(11)(F) of the Act (such costs, up to such maximum amount, the "TIF-Funded Improvement Costs").

(b) The amounts payable pursuant to Section 4.02(a) shall be paid by the City in accordance with this Agreement while the First Mortgage Loan remains outstanding and so long as the TIF-Funded Improvement Costs may, under the Act, be legally paid out of Available Incremental Revenues. The amounts payable pursuant to Section 4.02(a) shall be paid annually by the City to the Developer for distribution to the appropriate parties. The City will pay the Developer for the TIF-Funded Improvement Costs for the Project upon submission by the Developer to the DPD of an executed Requisition Form for TIF-Funded Improvement Costs in the form attached hereto as Exhibit I. Any Requisition Form that requests more than \$43,912 for any given calendar year shall also be signed by the First Mortgagee. The Requisition Form for TIF-Funded Improvement Costs shall be sent to DPD on or after November 1 of each year that payment is requested, and shall set forth the date for payment which shall be not less than 60 days from the date of its receipt by the DPD. The City Comptroller shall pay, to the extent of any Available Incremental Revenues then available in the Incremental Taxes Fund, the amount requested in the Requisition Form for TIF-Funded Improvement Costs within 60 days of its receipt. Upon the City's request, the Developer will provide any additional supporting documentation as may reasonably be required.

4.03 Sufficiency of Available Incremental Revenues for TIF-Funded Improvement Costs. It is hereby understood and agreed to by the Developer that the City does not make any representations that the amount of the Available Incremental

Revenues will be sufficient to pay for or reimburse the Developer for any, or all of the TIF-Funded Improvement Costs.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes Attributable to the Tax Parcels Comprising the Property	\$734,378

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

SECTION 5. GENERAL PROVISIONS

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

5.02 Other Approvals. Any DPD or DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Sections 3.02 and 3.04 hereof

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

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

5.05 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City, subject to any fee waivers provided to the Developer by the City, if any.

SECTION 6. CONDITIONS

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

6.01 Title Policy. On the Closing Date, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title to each site comprising the Property.

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

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

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

6.05 City Loan. On the Closing Date, the Developer shall close the City Loan and satisfy all conditions precedent to such closing.

SECTION 7. AGREEMENTS WITH CONTRACTORS

7.01 City Resident Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers"), as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both skilled and unskilled labor positions.

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

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

The Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that

actual Chicago residents are employed on the Project. The Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

The Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the (final) Certificate.

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

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

When work at the Project is completed, in the event that the City has determined that the Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide

the benefit of demonstrable employment to Chicago to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent (05%) of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidenced by approved contract value for the actual contracts), shall be surrendered by the Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable HUD regulations.

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

The Developer shall cause or require the provisions of this Section 7.01 to be included in all construction contracts and subcontracts related to the Project.

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

7.03 Other Provisions Photocopies of all contracts or

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

SECTION 8. COMPLETION OF CONSTRUCTION

8.01 Certificate of Completion. Upon completion of the construction of the Project and related redevelopment activities constituting the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

8.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project and related redevelopment activities constituting the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 9.02 and 9.12 as covenants that run with the land are the only

covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

8.03 Failure to Complete If the Developer fails to complete the Project in accordance with the terms of the Agreement, following the expiration of applicable grace periods, if any, 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

(b) the right (but not the obligation) to complete the Project and to pay for its costs out of City Funds or other City monies. In the event that the aggregate cost of completing the Project exceeds the amount of City Funds available, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such work in excess of the available City Funds.

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

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

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

9.01 General. The Developer represents, warrants and covenants that:

(a) the Developer is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary partnership action and will not violate its partnership agreement as amended and supplemented, any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 18.14 hereof, the Developer shall acquire and shall maintain good, merchantable fee simple title to the Property, subject to those matters shown in the Title Policy.

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

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

(g) the Developer is not aware of any default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would materially affect its ability to perform hereunder;

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

(i) the Developer is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws (or, as part of the remediation process to be undertaken in connection with the Property's enrollment in the Illinois Site Remediation Program, such measures will be taken so as to bring the Property into compliance with such Environmental Laws, as such compliance may be required and modified under one or more "no further remediation" letters to be issued with respect to the Property) and that the Property is suitable for its intended use.

9.02 Covenant to Redevelop. The Developer shall redevelop the Property substantially in accordance with the Agreement and all Exhibits attached hereto, the TIF Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer including specifically, but without limitation, the affordability requirements set forth in Recital D. For purposes of implementing the affordability provisions of Section 74.4-3(q)(11)(F) of the Act, and the City affordability guidelines adopted pursuant thereto, the Regulatory Agreement executed and delivered by the Developer in connection with the City Loan, and recorded against the Property, shall constitute the implementing and governing document. The covenants set forth in this Section 9.02 shall run with the land and be binding upon any transferee of the Property.

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

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

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

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

9.07 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

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

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

9.10 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, and subject to Section 9.01(i), 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 (or, as part of the remediation process to be undertaken in connection with the Property's enrollment in the Illinois Site

Remediation Program, the Project will be brought into compliance with such legal requirements, as such compliance may be required under one or more "no further remediation" letters to be issued with respect to the Property). Upon the City's request, the Developer shall provide copies of any documentary evidence of compliance of such laws which may exist, such as, by way of illustration and not limitation, permits and licenses.

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

9.12 Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project, other than Governmental Charges that the City has waived with respect to the Property or the Project pursuant to the ordinance approving the City Loan. "Governmental Charge" shall mean all federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer

shall have the right to challenge real estate taxes applicable to the Property provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option, (1) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (11) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly paid to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, City, in its sole discretion, may require the Developer to submit to City audited Financial Statements at the Developer's own expense. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 9.12(b) below.

(b) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum equalized assessed value of the Property ("Minimum Equalized Assessed Value") anticipated to be necessary to generate Incremental Taxes sufficient to pay the TIF-Funded Improvement Costs is shown on Exhibit J attached hereto for the years noted on Exhibit J and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit J.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of the Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that this Agreement is in effect. This restriction shall not, however, prevent the CHA or the Developer from seeking and/or authorizing exemptions or abatements with respect to the 27 units in the Project that constitute "public housing" units subject to statutory abatement under 35 ILCS 200/18-177 or any abatement or exemption under other applicable law.

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

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint

or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project to an amount not greater than the Minimum Equalized Assessed Value.

(c) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 9.12 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the date of execution of the Agreement. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferee from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

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

SECTION 10. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

10.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, and covenants that: (a) the Incremental Taxes Fund will be established, (b) the Incremental Taxes will be deposited therein, and (c) such funds shall remain available to pay the City's obligations under Sections 4.02 and 4.04 as the same become due, as long as the TIF-Funded Improvement Costs continue

to be payable from Available Incremental Revenues under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of the Developer and the Lenders.

10.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 10 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 11. EMPLOYMENT OPPORTUNITY

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

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

layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

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

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 11, during the course of construction of the Project, at least the following percentages of the aggregate construction costs for the Project identified on Exhibit F-2 shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBES"):

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

Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBES (but only to the extent of the lesser of (1) the MBE or WBE participation in such

joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 11.

The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and DPD shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 11 shall be undertaken in

accordance with Section 2-92-450, Municipal Code of Chicago.

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

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

SECTION 12. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws (as the same may be modified by one or more "no further remediation" letters to be issued with respect to the Property) and this Agreement and all Exhibits attached hereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold City harmless from and against any and all losses, liabilities, damages, injuries,

costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer (1) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material (unless such Hazardous Materials were first brought onto the Property by the City) from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of City or Developer or any of its subsidiaries under any Environmental Laws relating to the Property (excluding asserted liability or obligation attributable to Hazardous Materials first brought onto the Property by the City). Subject to the preceding sentence, the Developer shall have the right to utilize such funds, if any, as may be available from any environmental agreement with the CHA concerning the Property (and any insurance proceeds available under any environmental insurance policy obtained with respect to the Property pursuant to any such environmental agreement), in satisfying its obligations under this Section 12.

SECTION 13. INSURANCE

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

- (a) Prior to Execution and Delivery of this Agreement:

At least 10 business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

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

(iii) Automobile Liability Insurance

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

(iv) All Risk Builders Risk Insurance

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

(v) Professional Liability

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of \$1,000,000.00. The policy shall have an

extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions

Upon DOH's request, the Developer shall provide DOH with copies of insurance policies or certificates evidencing the coverage specified above. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City.

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

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

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

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

SECTION 14. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay contractors or materialmen in connection with the Project, or (iii) the existence of any material written misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided.

SECTION 15. MAINTAINING RECORDS/RIGHT TO INSPECT

15.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual

cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be made available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

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

SECTION 16. DEFAULT AND REMEDIES

16.01 Events of Default. The occurrence of any one or more of the following events, following expiration of applicable cure periods under Sections 16.03 and subject further to Section 18.16, shall constitute an "Event of Default" by the Developer hereunder:

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

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

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication in writing within or in connection with this

Agreement or any related agreement which is untrue or misleading in any material respect when made;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the permitted liens consented to by the City as set forth in the mortgage securing the City Loan, or the making or any attempt to make any levy, seizure or attachment thereof if not dismissed or bonded over in a manner reasonably acceptable to the City;

(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 90 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 90 days after the commencement thereof;

(g) the entry of any judgment or order against the Developer that may have a material adverse affect on the Developer's business, property, assets, operation or condition which remains unsatisfied or undischarged and in effect for 30 days after such entry without a stay of enforcement or execution;

(h) a change in the Developer's general partner (except (1)

a "for cause" replacement of such general partner by the limited partner in accordance with the Developer's partnership agreement, (ii) the replacement of the general partner by the First Mortgagee after the occurrence of an uncured Developer default under the First Mortgagee's loan documents, or (iii) a change permitted under the City Loan documents), addition of a general partner or sale or other transfer of all or a controlling interest in the ownership of the general partner without DOH's prior written consent; or

(i) a change in the ownership of the Project without DOH's prior written consent (except a "for cause" replacement of such general partner by the limited partner in accordance with the Developer's partnership agreement or a transfer of the limited partner's interest in the Developer after the full funding of all required limited partner capital contributions, or prior to such full funding if the transferor limited partner agrees to remain liable for capital contributions until such full funding occurs).

16.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both, provided, however, that the City shall not, as a remedy under this Agreement, obtain a lien against the Property.

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

the Developer to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided, further, that such default is cured in any event within 120 days of the date of the Developer's receipt of a written default notice.

16.04 Right to Cure by Lenders and Investors. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the parties identified in Section 17 and the Lenders and the limited partner investor(s) in the Developer shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

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

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

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) overnight courier, or (c) registered or certified mail, return receipt requested.

If to City: City of Chicago
 Department of Planning and Development
 121 N. LaSalle Street
 Chicago, IL 60602
 Attention: Commissioner

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

and: Department of Finance
 City of Chicago
 121 North LaSalle Street, Room 501
 Chicago, Illinois 60602
 Attn: City Comptroller

If to Developer: Pershing & State L.P.
 c/o The Davis Group
 54 West Hubbard Street, Suite 205
 Chicago, Illinois 60610

and to: NEF Mortgage Corporation
 120 S. Riverside Plaza, 15th Floor
 Chicago, Illinois 60606-3908
 Attn: General Counsel

and during the
 initial
 construction
 period to: Bank of America
 Community Development Banking
 231 S. LaSalle Street
 Chicago, Illinois 60604

Attn: Kristine Jurmu, Sr. Vice President

and to:

Applegate & Thorne-Thomsen
322 S. Green Street, Suite 400
Chicago, Illinois 60607
Attn: Bennett Applegate

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

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City and the Developer, provided, however that the City may, without further City Council action, unilaterally amend: (a) Exhibits A and C (so long as no such changes have a material adverse affect upon the Developer's rights under this Agreement, as determined by the City in its sole but good faith discretion); (b) Exhibit B to incorporate correct legal descriptions; (c) Exhibit D to reflect final financing terms; (d) Exhibits F-1 and F-2 to reflect final budgets; (e) Exhibit E, in the event Available Incremental Revenues are collected prior to calendar year 2006, and (f) Exhibit J, in the event it turns out that actual Available Incremental Revenues are sufficient to pay the TIF-Funded Improvement Costs based on a lower assessed valuation of the Property. In the event that the Redevelopment Plan is not amended prior to the first disbursement of City Funds to include costs permitted under Section 5/11-74.4-3(q)(11)(F) of the Act as eligible redevelopment project costs under the Redevelopment Plan, Section 4.02 of this Agreement and the TIF-Funded Improvements Costs for which the Developer is to be reimbursed under this Agreement may, without further City Council action, be amended as reasonably necessary to reimburse the Developer for other statutorily-eligible redevelopment project costs incurred

in connection with the Project in lieu of costs permitted under Section 5/11-74.4-3(q)(11)(F) of the Act.

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

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

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

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

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

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

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

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

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

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

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

18.14 Assignment. The Developer may not assign this Agreement or its rights under this Agreement without the City's prior written consent. Notwithstanding the foregoing, the Developer shall be entitled to provide the First Mortgagee with a collateral assignment of its right to receive the City Funds hereunder as additional security for the First Mortgage Loan. If the City grants such prior written consent, and with respect to any exercise by the First Mortgagee of the collateral assignment

described in the preceding sentence, any such assignee shall be obligated to continue to operate the Property and the Project for the same purpose for which it is currently used and operated. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with all applicable City ordinances and is otherwise qualified to do business with the City.

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

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

18.17. No Business Relationship with City Elected Officials
Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official,

with respect to any of the Loan Documents, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Redevelopment Agreement and the transactions contemplated thereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Redevelopment Agreement or the transactions contemplated thereby.

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

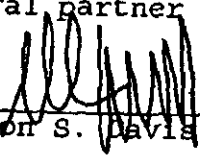
PERSHING & STATE L.P , an Illinois limited partnership

By: Stateway Pershing, LLC, an Illinois limited liability company, its general partner

By: NRP Stateway, LLC, an Illinois limited liability company, its manager

By: ~~Delaware~~ Neighborhood Rejuvenation Partners, L.P., ~~an Illinois~~ limited partnership, its sole member

By: ~~Delaware~~ Davis Associates Managers, LLC, an ~~Illinois~~ limited liability company, its general partner

By: 
Allison S. Davis, Manager

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

By: _____
Alicia Mazur Berg
Commissioner

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

PERSHING & STATE L.P., an Illinois limited partnership

By: Stateway Pershing, LLC, an Illinois limited liability company, its general partner

By: NRP Stateway, LLC, an Illinois limited liability company, its manager

By: Neighborhood Rejuvenation Partners, L.P., an Illinois limited partnership, its sole member

By: Davis Associates Managers, LLC, an Illinois limited liability company, its general partner

By: Allison S. Davis, Manager

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

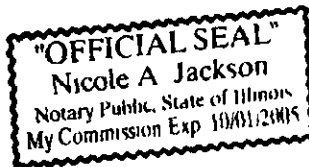
By: Alicia Mazur Berg
Alicia Mazur Berg
Commissioner

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Nicole A. Jackson, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Allison S. Davis, as manager of Davis Associates Managers LLC, in its capacity as general partner of Neighborhood Rejuvenation Partners, L.P., in its capacity as sole member of NRP Stateway, LLC, in its capacity as manager of Stateway Pershing, LLC, in its capacity as general partner of Pershing & State, L.P. (the "Developer") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 18th day of December, 2003 in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the above-named entities as his free and voluntary act and as the free and voluntary act of the above-named entities, for the uses and purposes therein set forth.

Nicole A Jackson
Notary Public

My commission expires _____
(SEAL)



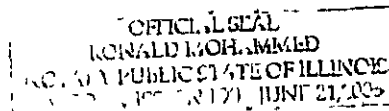
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Ronald Mohammed, 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 19th day of December, 2003 in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Ronald Mohammed
Notary Public

My commission expires 6-21-05

(SEAL)



LIST OF EXHIBITS

Exhibit A	Redevelopment Area Legal Description
Exhibits B	Site Legal Description
Exhibit C	Redevelopment Plan
Exhibit D	Financing for the Project
Exhibit E	Available Incremental Revenues
Exhibit F-1	Project Budget
Exhibit F-2	MBE/WBE Project Budget
Exhibit G	Plans and Specifications
Exhibit H-1	Architect's Opening Certificate
Exhibit H-2	Architect's Completion Certificate
Exhibit I	Requisition Form
Exhibit J	Minimum Equalized Assessed Value

EXHIBIT A

BRONZEVILLE REDEVELOPMENT AREA LEGAL DESCRIPTION
[NOT ATTACHED FOR ORDINANCE OR RECORDING PURPOSES]



EXHIBIT B

PROPERTY LEGAL DESCRIPTIONS

PARCEL 1

The South 25 feet (except the East 25 feet and except street) of Lot 2 in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN 17-34-321-011-0000

COMMON ADDRESS: 3839 South State Street, Chicago, Illinois

PARCEL 2

The North 50 feet of Lot 3 (except the East 25 feet taken for elevated railroad and the West 34 feet for widening South State Street) in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN 17-34-321-012-0000

COMMON ADDRESS: 3841-45 South State Street, Chicago, Illinois

PARCEL 3

The South 25 feet of the North 75 feet (except the East 25 feet and except street) of Lot 3 in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN 17-34-321-013-0000

COMMON ADDRESS: 3847 South State Street, Chicago, Illinois

PARCEL 4

The South 25 feet of Lot 3 (except that part taken or used for widening South State Street and except the East 25 feet of said Lot 3 as described in deed recorded as document number 1408281 conveyed to the Chicago and South Side Rapid Transit Railroad Company, now known as the Chicago Transit Authority, in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois

PIN.17-34-321-014-0000

COMMON ADDRESS. 3849 South State Street, Chicago, Illinois

PARCEL 5

That Part of Lot 6 in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: beginning at a point 34 feet East of the Northwest corner of said Lot 5 and on the East line of South State Street as now established; thence East along the North line of said Lot 6 122½ feet, thence South 45 feet; thence West 6 feet, thence South 55 feet on the North Line of 39th Street, thence West along the North Line of 39th Street 116½ feet to the East Line of South State Street as now established, thence North along said East Line of South State Street 100 feet to the point of beginning

PIN.17-34-321-015-0000

COMMON ADDRESS: 10-12 East Pershing Road, Chicago, Illinois

PARCEL 6

The South 43 7/12 feet of the North 72 Feet (except the East 25 Feet and except street) of Lot 2 in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-34-321-009

COMMON ADDRESS: 3831 South State Street, Chicago, Illinois

PARCEL 7

The North 28 5/12 feet of the North 72 Feet (except the East 25 feet and except street) of Lot 2 in Block 3 in Page's Subdivision of the South 10 Acres of the West ½ of the Southwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 17-34-321-010

COMMON ADDRESS: 3831 South State Street, Chicago, Illinois

PARCEL 8 (Leasehold)

The East 25 feet of Lots 2 and 3, and the East 25 feet of the North 45 feet and the East 31 feet of

the South 55 feet of Lot 6, in Block 3 in Page's Subdivision of the South 10 acres of the West ½ of the Southwest ¼ of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PINS. 17-34-500-030, 17-34-500-031, 17-34-500-032

The above parcels also described as:

Lots 2 and 3, except the East 25 00 feet and except the West 34 00 feet of said lots; and Lot 6, except the West 34 00 feet thereof and also except the East 25.00 feet of the North 45.00 feet and except the East 31 00 feet of the South 55.00 feet thereof, all in Block 3 of Page's Subdivision of the South 10 acres of the West Half of the Southwest Quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

And

The East 25 feet of Lots 2 and 3, the North 45 feet of the East 25 feet of Lot 6, and the South 55 feet of the East 31 feet of Lot 6, all in Block 3 of Page's Subdivision of the South 10 acres of the West Half of the Southwest Quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

EXHIBIT C

REDEVELOPMENT PLAN

[NOT ATTACHED FOR ORDINANCE OR RECORDING PURPOSES]



EXHIBIT D

FINANCING FOR THE PROJECT

A. LENDER FINANCING:

1. Amount: Loan in the amount of approximately \$1,545,000 (the "First Mortgage Loan") to the Developer, which will include an "A" tranche of approximately \$1,173,000, underwritten based on the net cash flow from the Project, and a "B" tranche of approximately \$372,000 underwritten based on the Available Incremental Revenues to be paid under the Agreement.
 Source: NEF Mortgage Corporation, which upon origination of the First Mortgage Loan, shall assign such loan to The Community Development Trust, L.P..
 Interest: Not to exceed 7.50% per annum.
 Term: Not to exceed 30 years, or such other term acceptable to the Commissioner.
 Security: Non-recourse loan; first mortgage on the Project

2. Amount: Affordable Housing Loan not to exceed \$4,369,670
 Source: HOME Program/Corporate Funds/Program Income/Empowerment Zone
 Interest: Zero percent (0%)
 Term: Not to exceed 42 years, or such other term acceptable to the Commissioner
 Security: Non-recourse loan; second mortgage on the Project

3. Amount: Loan not to exceed \$2,978,100, or such other amount acceptable to the Commissioner
 Source: Chicago Housing Authority, or a financial institution acceptable to the Commissioner
 Interest: Not to exceed one percent (1.00%)
 Term: Not to exceed 42 years, or such other term acceptable to the Commissioner

Security: Third mortgage on the Project.

4. Amount Bridge financing in the amount of approximately \$7,000,000, or such other amount to which the Commissioner may consent; such financing shall bridge finance a portion of the Low-Income Housing Tax Credit Proceeds described in Section 4 above, which, together with the permanent financing described in Section 1 above, shall take-out such bridge financing

Source: Bank of America, or such other lender to which the Commissioner may consent

Term: Not to exceed 24 months or such other term as is acceptable to the Commissioner

Interest: Not to exceed five percent (5.00%) per annum

Security: A mortgage on the Property senior to the lien of the Mortgage(s)

B. OTHER FUNDS:

Approximately \$7,891,461, or such other amount to which the Commissioner may consent, derived from syndication of approximately \$928,500 of Low-Income Housing Tax Credits. The general partner of the Developer will also contribute \$100.

EXHIBIT E

ESTIMATED AVAILABLE INCREMENTAL REVENUES

Year ¹	Estimated Available Incremental Revenues
2003	\$0
2004	\$0
2005	\$43,912
2006	\$43,912 ²
2007	\$43,912
2008	\$43,912
2009	\$43,912
2010	\$43,912
2011	\$43,912
2012	\$43,912
2013	\$43,912
2014	\$43,912
2015	\$43,912

¹ This column lists the calendar year to which the tax assessment and tax bill relates. Collection of such taxes occurs the subsequent calendar year. It is anticipated that the improvements would be fully assessed for the first time as of January 1, 2005, resulting in the first payment of taxes in 2006.

² If the Available Incremental Revenues exceed this amount in any year, the entire amount of such Available Incremental Revenues may, in the City's discretion, be paid to the Developer, but such additional payments shall not increase the aggregate maximum amount payable under this Agreement above \$734,378. Any Requisition Form that requests an amount in excess of \$43,912, in the aggregate, for any given calendar year shall also be signed by the First Mortgagee

2016	\$43,912
2017	\$43,912
2018	\$43,912
2019	\$43,912
2020	\$43,912
2021	\$31,786
TOTAL	\$734,378 ³

³ Total maximum amount to be paid to the Developer.

Exhibit F-1**Project Budget**

<u>ACQUISITION COSTS</u>	
Land/Building	112,800
Other Expenses	0
Total Acquisition Costs	112,800
<u>HARD COSTS</u>	
Site Work/Environmtl Abtmnt	200,000
Rehab/Construction	11,011,816
General Requirements	663,113
Contractor Overhead/Profit	884,149
Personal Property	60,000
Contingency @ 0.00%	630,954
Total Hard Costs	13,450,032
<u>SOFT COSTS</u>	
Professional Services	
Architect	
Design	441,668
Supervision	63,095
Legal Fees	152,025
Consultant	48,500
Engineering	0
Accounting	10,000
Market Study	8,500
Envrnmntl Report/ Sound Study	59,978
Taxes and Insurance	
Real Estate Tax Escrow	22,000
Insurance Escrow	50,500
Title & Recording	15,000
Const Period Taxes	30,000
Const Period Insurance	25,000
Financing Costs	
Loan Origination Fee	94,665
Tax Credit Fee	500
Credit Enhancement	0
Appraisal & Survey	14,500
Construction Interest	362,500
ACC Reserve	155,520
FHA Financing	0
Marketing and Leasing	66,377
Replacement Reserve	20,000
TIF Reserve	43,878
Rent Up Reserve	50,000
Developer's Fee	1,273,612
Operating Reserve	241,581
Total Soft Costs	3,249,399
TOTAL PROJECT BUDGET	16,812,231

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

Site Work/Environment Abatement	200,000
Rehabilitation & New Construction	11,011,816
General Requirements	663,113
Contractor Overhead/Profit	884,149
TOTAL MBE/WBE BUDGET	12,759,078

Required MBE/WBE Expenditures

MBE Allocation (25%)	3,189,770
WBE Allocation (5%)	637,954
Total MBE/WBE Expenditures	3,827,723

EXHIBIT G

LIST OF PLANS AND SPECIFICATIONS

[NOT ATTACHED FOR ORDINANCE OR RECORDING PURPOSES;
SEE EXHIBIT C TO CONSTRUCTION CONTRACT]

EXHIBIT H-1

ARCHITECT'S OPENING CERTIFICATE

Date: _____

The undersigned, [INSERT ARCHITECT'S NAME] ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 2003, by and between the City and [INSERT DEVELOPER NAME] ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. Architect has prepared the Plans and Specifications, to the best of the Architect's professional knowledge, the same are, and the Project will be when completed in accordance therewith, in full compliance with all applicable building, zoning and other laws, statutes, codes, regulations and ordinances (collectively, "Laws"), including, without limitation, all applicable pollution control and environmental protection regulations.
3. The Project, when completed in accordance with the Plans and Specifications, will not encroach upon any recorded or visible easement in effect with respect to the Property.
4. The Plans and Specifications are complete in all respects and were prepared in accordance with accepted architectural practices, containing all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for occupancy.
5. In the aggregate, the construction contract and the existing subcontracts contain all detail necessary to provide for all labor, material and equipment required by the Plans and Specifications.
6. All permits and other governmental approvals

necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate or, if not so obtained, the Architect has no reason to believe same will not be obtained as and when so required. Such permits and other necessary governmental approvals are described in Exhibit 1 attached to this Certificate.

7. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

Adequate ingress and egress to the Project over public streets and rights of way will be available during the period of construction of the Project and thereafter.

8. All existing foundation and subsurface work conforms to the Plans and Specifications and all portions of the Project consisting of the subsurface work has been completed.

9. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.

10. The Architect has executed and delivered to the City the Statement of Compliance in the form attached hereto as Exhibit 2.

ARCHITECT:

By: _____
Its. _____

EXHIBIT H-2
ARCHITECT'S COMPLETION CERTIFICATE

Date: _____

The undersigned, [INSERT ARCHITECT'S NAME] ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 2003, by and between the City and [INSERT DEVELOPER NAME] ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.

2. The construction of the Project has been "substantially completed" as of the date of this Certificate in accordance with the approved Plans and Specifications. For purposes hereof, the Project being "substantially completed" means that the Project is usable in its present condition for its intended purpose. The Architect's determination of the total cost to complete the construction of such portion of the Project as may be unfinished is \$_____.

3. Neither the Property nor the construction of the Project violates or will violate any existing applicable zoning, building, environmental protection or other statutes, ordinances, laws or regulations (collectively, "Laws").

4. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate. Such permits and other necessary governmental approvals are described in Exhibit 1 attached to this Certificate.

5. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

6. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.

ARCHITECT.

By: _____

Its: _____

EXHIBIT I

REQUISITION FORM

State of Illinois)
) SS
COUNTY OF COOK)

The affiant, Allison S. Davis, acting in the capacity set forth below on behalf of Pershing & State, L.P. (the "Developer"), hereby certifies that with respect to that certain Pershing Courts Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2003 (the "Agreement"):

A. The Developer has been issued a Certificate of Completion pursuant to Section 8.01 of the Agreement. In completing the Project, the Developer incurred expenditures in the total amount of \$_____.

B. Under Section 4.04 of the Agreement, the maximum amount of TIF-Funded Improvement Costs that the Developer is entitled to be reimbursed for from Available Incremental Revenues is \$734,378.

C. To date, the Developer has been paid Available Incremental Revenues totaling, in aggregate, \$_____.

D. The Developer requests payment for the following TIF-Funded Improvement Costs in the amount of \$_____, which is an amount not greater than the

amount in Paragraph B minus the amount in Paragraph C:

50% of the cost of construction of new housing units in the Project to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Housing Act (65 ILCS 5/11-74.403(q)(11)(E))

E. None of the costs referenced in paragraph D above have been previously reimbursed by the City.

F. The Developer hereby certifies to the City that, as of the date hereof:

1. The representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein (including, without limitation, the affordability requirements set forth in Section 9.02 of the Agreement).

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

3. Attached hereto is a copy of the Certificate of Completion and final approval letter from the Monitoring and Compliance Division of the Department of Housing with respect to MBE/WBE, City Resident hiring and prevailing wage matters. [ATTACH WITH FIRST REQUISITION FORM ONLY]

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

PERSHING & STATE L.P., an Illinois limited partnership

By: Stateway Pershing, LLC, an Illinois limited liability company, its general partner

By: NRP Stateway, LLC, an Illinois limited liability company, its manager

By: Neighborhood Rejuvenation Partners, L.P.,

an Illinois limited partnership, its sole member

By: Davis Associates Managers, LLC, an Illinois limited liability company, its general partner

By. _____
Allison S. Davis, Manager

Subscribed and sworn before me this ____ day of _____

My commission expires: _____

In accordance with Section 4.02 of the Agreement, the undersigned First Mortgagee hereby approves the payment to the Developer of the TIF-Funded Improvements Cost in the amount of \$_____, to be paid by the City of Chicago from Available Incremental Revenues, which amount exceeds the estimated Available Incremental Revenues of \$43,912 allocated for the calendar year.

FIRST MORTGAGEE

The Community Development Trust, LP
By. The Community Development Trust, Inc.

By: _____
Name: _____
Title: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development



BRONZEVILLE TIF

PERSHING COURT RED PROJECT (Bronzeville TIF)

EXHIBIT J

YEAR	ASSESSED VALUE	ESTIMATED MULTIPLIER	EQUALIZED ASS. VALUE	BASE EAV	TAX RATE	TAXES PAID	INCREMENTAL TAXES
2003	\$262	2.3098	\$606	\$606	7.692%	\$47	\$0
2004	\$262	2.3098	\$606	\$606	7.692%	\$47	\$0
2005	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$0
2006	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2007	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2008	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2009	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2010	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2011	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2012	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2013	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2014	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2015	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2016	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2017	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2018	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2019	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2020	\$258,601	2.3098	\$597,317	\$606	7.692%	\$45,946	\$45,899
2021	N/A	2.3098	N/A	\$606	7.692%	\$45,946	\$45,899

0335614186 Page 68 of 68

95

CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the date of the data. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE.

1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Entities holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: NRP Stately, LLC
- B. Business address: 54 W. Hubbard, Suite 205, Chicago, IL 60610
- C. Telephone: (312) 755-9997
- D. Fax: (312) 755-0773
- E. Name of contact person: Jared A. Davis
- F. Project Information. (1) City agency requesting EDS: DOT and OPD
- (2) City action requested (e.g., loan, grant, sale of property): Land Use TIF, Home Loan
- (3) property location: 39th and State (4) project description: New construction of 80 unit multi-family housing development

II. DISCLOSURE OF OWNERSHIP INTERESTS

A GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2 State of incorporation or organization, if applicable

Illinois

3 For corporations, limited partnerships and limited liability companies not organized in the State of Illinois Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B ORGANIZATION INFORMATION

1. FOR CORPORATIONS

a List below the names and titles of the executive officers and directors of the corporation

Name	Title

b For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares

Name	Business Address	Percentage Interest

c. For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

*City ordinance requires that, whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members)

Name	Address

2. FOR PARTNERSHIPS.

For general or limited partnerships, list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest

3. FOR LIMITED LIABILITY COMPANIES.

List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers."

Name	Title
No officers	

b List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers."

Name	Business Address	Percentage Interest
Neighborhood Revivention Partners, L.P.	54 W. Hubbard, Suite 205 Chicago, IL 60610	100%

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES:

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

Name	Business Address	Percentage Interest

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

Name	Business Address	Percentage Interest

III. CERTIFICATION OF COMPLIANCE

A. The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below.

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

- c The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years been found in violation of any city state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U S EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant

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

Check one:

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

V. CERTIFICATION

A The Undersigned and its principals (officers directors partners, members).

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
- 2 have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal state or local) transaction or contract under a public transaction, a violation of federal or

state antitrust statutes, fraud, embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements; or receiving stolen property

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

B The Undersigned or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project

- 1 bribed or attempted to bribe or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended supplemented and restated from time to time; (2) bid-rotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time, or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating

E If the Undersigned is unable to certify to any of the above statements in this Section, the Undersigned shall explain below

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

- 1 Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
- 3 If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below.

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED.

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

- 1 Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

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

B CERTIFICATION

1 Has the Undersigned had a "business relationship" with any City elected official in the 1 months prior to the date of execution of this EOS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code.

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work, business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest.

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

NRP Stately, LLC
(Print or type name of individual or legal entity)

By: [Signature]
(sign here)

Title of signatory Manager, Davis Associates Managers LLC

Print or type name of signatory Allison S. Davis

Date May 11, 2003

Subscribed to before me this 21 day of May, 2003 at Cook County Illinois

[Signature]
Notary Public

Commission expires 10-16-04



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certification and statements contained in this EUS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof

(Print or type name of individual or legal entity)

By _____
(sign here)

Title of signatory _____

Print or type
name of signatory _____

Date _____, 200

Subscribed to before me this ____ day of _____,
200_ at Cook County, Illinois.

Notary Public

Commission expires _____

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

(Print or type name of Affiant)

By: [Handwritten Signature]
(Signature of Authorized Officer)

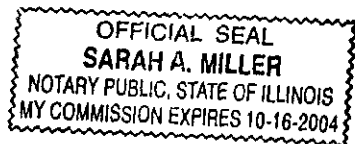
Allison S. Davis
(Print or type name of signatory)

Manager, Davis Associates Managers LLC
(Title of signatory)

Date: May 21, 2003

County of COOK
State of Illinois
Acknowledged under oath on May 21, 2003 (date)
before me by
as
(title)
of (firm)

Notary Public [Handwritten Signature]
Commission expires: 10-16-04



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing)

RECERTIFICATION

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certifications and statements contained in this EUS are true accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof

NRP Stateway LLC

(Print or type name of individual or legal entity)

By. _____

[Handwritten Signature]
(sign here)

Title of signatory Manager

Print or type name of signatory Allison S Davis

Date _____, 200

Subscribed to before me this 19th day of Dec,
2003 at Cook County, Illinois.

Margaret A Grassano
Notary Public

Commission expires: 6-6-06



CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the attachment date. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE.

1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Entities holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS. Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: Perking & State L.P.
- B. Business address: 54 W. Hubbard, Suite 205, Chicago, IL 60616
- C. Telephone: (312) 755-9997
- D. Fax: (312) 755-0773
- E. Name of contact person: Jared A. Davis
- F. Project Information. (1) City agency requesting EDS: DOH and OPD
- (2) City action requested (e.g., loan grant, sale of property): Land Sale, TIF, Home Loan
- (3) property location: 39th and State (4) project description: New construction of 80 unit multifamily housing development

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable.

Illinois

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS

a. List below the names and titles of the executive officers and directors of the corporation

Name	Title

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares

Name	Business Address	Percentage Interest

c. For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

*City ordinance requires that whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members)

Name	Address

2 FOR PARTNERSHIPS

For general or limited partnerships list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest
Statenay Pershing, LLC	54 W. Hubbard, Suite 205, Chicago, IL 60610	0.01% GP
NBF Assignment Corporation	120 S. Riverside Plaza, 15th Floor Chicago, Illinois 60606	99.99% LP

3. FOR LIMITED LIABILITY COMPANIES. Chicago, Illinois 60606

a. List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers"

Name	Title

b List below the name Business address and percentage of ownership interest of each (i) member and (ii) manager If there are no managers, write 'no managers'

Name	Business Address	Percentage Interest

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

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

Name	Business Address	Percentage Interest

III. CERTIFICATION OF COMPLIANCE

A. The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation If there have been any such violations, note them below.

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

- c The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the City project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A. CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V. CERTIFICATION

A. The Undersigned and its principals (officers, directors, partners, members)

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
2. have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or

state antitrust statutes, fraud, embezzlement; theft; forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;

- 3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (7) above, and
- 4 have not within a three-year period preceding the date hereof had one or more public transactions (federal state or local) terminated for cause or default
- 5 have not, within a five year period preceding the date hereof, been convicted, or found liable in a civil proceeding, in any criminal or civil action instituted by the city or by the federal government, any state or any other unit of local government.

B The undersigned, or any party to be used in the performance of the Project (an "Applicable Party") or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project

- 1 bribed or attempted to bribe or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended supplemented and restated from time to time; (2) bid-rotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time, or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating

E If the Undersigned is unable to certify to any of the above statements in this Section, the Undersigned shall explain below

 [If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 9/-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned has retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below.

Name	Business Address	Relationship (attorney, lobbyist etc.)	Fees (indicate whether paid or estimated)
<i>See attached</i>			

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED. _____

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998 the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

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

B. CERTIFICATION

1 Has the undersigned had a "business relationship" with any City elected official in the 1 months prior to the date of execution of this EDS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code.

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Perdine + State L.P.
(Print or type name of individual or legal entity)

By: [Signature]
(Sign here)

Title of signatory: Manager, Davis Associates Managers LLC

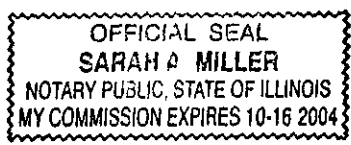
Print or type name of signatory: Allison S. Davis

Date: May 21, 2003

Subscribed to before me this 21 day of May, 2003 at Cook County Illinois

[Signature]
Notary Public

Commission expires: 10-16-04



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Undersigned hereby represents, under penalty of perjury, that all certification and statements contained in this ADS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof

(Print or type name of individual or legal entity)

By _____
(sign here)

Title or signatory _____

Print or type
name of signatory _____

Date _____, 200

Subscribed to before me this _____ day of _____,
200_ at Cook County, Illinois.

Notary Public

Commission expires _____

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction.

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

_____ (attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

(Print or type name of Affiant)

By: [Signature]
(Signature of Authorized Officer)

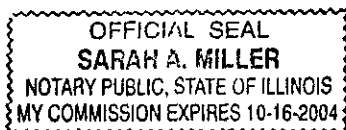
Allison S. Davis
(Print or type name of signatory)

Manager, Davis Associates Managers LLC
(Title of signatory)

Date: May 21, 2003

County of COOK
State of Illinois
Acknowledged under oath on May 21, 2003 (date)
before me by
as
(title)
of (firm)

Notary Public [Signature]
Commission expires 10-16-04



**Pershing & State L.P.
Retained Parties**

Name	Business Address	Relationship	Fees
Ben Applegate	322 South Green St, Suite 400 Chicago, IL 60607	Attorney	Estimated at \$120,000
John George	Two First National 20 S Clark Street Chicago, IL 60603	Attorney	Estimated at \$10,000
Myron Louik	54 West Hubbard Suite 210 Chicago, IL 60610	Consultant	Estimated at \$40,000
Bruce Schiff	4747 W Peterson Chicago, IL 60646	Accountant	Estimated at \$10,000

(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certifications and statements contained in this EUS are true, accurate and complete as of the date furnished to the city and continue to be true, accurate and complete as of the date hereof.

Pershing + State L.P.
(Print or type name of individual or legal entity)

By: [Signature]
(signature)

Title of signatory: Manager

Print or type name of signatory: Allison S. Davis

Date: _____, 200

Subscribed to before me this 19th day of Dec.,
2005 at Cook County, Illinois.

Margaret A. Grassano
Notary Public

Commission expires: 6-6-06



12
3
4
5
6

CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the stated date. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE:

- 1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Entities holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

A. Exact legal name of Undersigned: Davis Associates Managers, LLC
B. Business address: 54 W. Hubbard, Suite 205, Chicago, IL 60610
C. Telephone: (312) 755-9997
D. Fax: (312) 755-0773
E. Name of contact person: Jared A. Davis
F. Project Information: (1) City agency requesting EDS: DOH and DPD
(2) City action requested (e.g., loan grant, sale of property): land sale, TIF HOME loan
(3) property location: 39th and State
(4) project description: Development of 80 unit multifamily building

II. DISCLOSURE OF OWNERSHIP INTERESTS

A GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2 State of incorporation or organization, if applicable:

Delaware

3 For corporations, limited partnerships and limited liability companies not organized in the State of Illinois is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No

B. ORGANIZATION INFORMATION

1 FOR CORPORATIONS

a List below the names and titles of the executive officers and directors of the corporation

Name	Title

b For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares:

Name	Business Address	Percentage Interest

c. For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

*City ordinance requires that, whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members)

Name	Address

2 FOR PARTNERSHIPS

For general or limited partnerships, list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest

3. FOR LIMITED LIABILITY COMPANIES.

4. List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers."

Name	Title
Allison S Davis	Manager and President
Jared A Davis	Executive Vice President

b List below the name business address and percentage of ownership interest of each (i) member and (ii) manager If there are no managers, write "no managers"

Name	Business Address	Percentage Interest
<i>See attached schedule of ownership</i>		

4. FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

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

Name	Business Address	Percentage Interest

III. CERTIFICATION OF COMPLIANCE

A. The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation If there have been any such violations, note them below.

B The Undersigned entity is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the entity delinquent in paying any fine, fee tax or other charge owed to the city This includes all water charges, sewer charges property taxes or sales taxes If there are any such delinquencies, note them below:

- C The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V. CERTIFICATION

A The Undersigned and its principals (officers, directors, partners, members).

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
- 2 have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

state anticrust statutes, fraud, embezzlement; theft; forgery, bribery; falsification or destruction of records, making false statements; or receiving stolen property.

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

B the Undersigned or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project-

- 1 bribed or attempted to bribe, or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended supplemented and restated from time to time; (2) bid-rotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time, or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating.

E If the Undersigned is unable to certify to any of the above statements in this Section, the Undersigned shall explain below

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

- 1 Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action
- 3 If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

- 1 Pursuant to an ordinance approved by the City Council on December 2, 1998 the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS

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

B CERTIFICATION

1 Has the undersigned had a "business relationship" with any City elected official in the 1 months prior to the date of execution of this EOS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code:

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the undersigned. Furthermore, the undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the undersigned's participation in the transaction, and/or decline to allow the undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request or otherwise. By completing and signing this EDS, the undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Davis Associates Managers LLC
(Print or type name of individual or legal entity)

By: [Signature]
(sign here)

Title of signatory: Manager

Print or type name of signatory: Allison S. Davis

Date: May 21, 2003

Subscribed to before me this 21 day of May,
2003 at Cook County Illinois

[Signature]
Notary Public

Commission expires: 10-16-04



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certifications and statements contained in this LUS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof.

(Print or type name of individual or legal entity)

By: _____
(sign here)

Title of signatory _____

Print or type name of signatory _____

Date: _____, 200

Subscribed to before me this ____ day of _____, 200_ at Cook County, Illinois.

Notary Public

Commission expires: _____

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

(Print or type name of Affiant)

By: [Signature]
(Signature of Authorized Officer)

Allison S. Davis
(Print or type name of signatory)

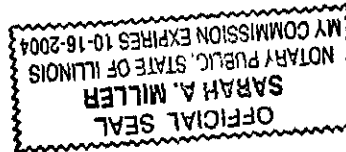
Manager
(Title of signatory)

Date: May 21, 2003

County of COOK
State of Illinois
Acknowledged under oath on May 21, 03 (date)
before me by
as
(title)
of (firm)

Notary Public
Commission expires

[Signature]
10-16-04



Pershing Court

Suite 205
54 West Hubbard
Chicago, Illinois 60610
(312) 755-9997 (Tel)
(312) 755-0773 (Fax)

Percent Ownership for Davis Associates Managers, LLC

Allison S. Davis	1%
Jared A. Davis	24.75%
Susan A. O'Conner	24.75%
Cullen J. Davis	24.75%
Jordan E. Davis	24.75%

(Do not write below this line except to recertify prior to submission to City Council or on the date of closing)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certificates and statements contained in this EUS are true, accurate and complete as of the date furnished the City and continue to be true, accurate and complete as of the date hereat.

Davis Associates Managers LLC
(Print or type name of individual or legal entity)

By: _____
[Signature]
(Sign here)

Title or signatory Manager

Print or type name of signatory Allison S. Davis

Date _____, 200

Subscribed to before me this 19th day of Dec., 2003 at Cook County, Illinois.

Margaret A. Grassano
Notary Public

Commission expires 6-6-06



CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code") the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the date of the data. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE.

1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Entities holding an interest in the Undersigned: Whenever an ownership interest in the Undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned Kimball Hill Development Company
- B. Business address 5999 New Wilke Rd., #504; Rolling Meadows, IL 60008
- C. Telephone (847) 709-7940
- D. Fax (847) 709-7942
- E. Name of contact person David K. Hill
- F. Project Information (1) City agency requesting EDS DOH & DPD
- (2) City action requested (e.g. loan, grant, sale of property) Land sale, TIF, Home Loan
- (3) property location NE Corner State & Pershing (4) project description 80 Unit Multifamily Mixed Income Housing

II. DISCLOSURE OF OWNERSHIP INTERESTS

A GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable

Illinois

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B ORGANIZATION INFORMATION*

1. FOR CORPORATIONS

a. List below the names and titles of the executive officers and directors of the corporation

Name	Title
<u>David K. Hill</u>	<u>President</u>
<u>Diane G. Hill</u>	<u>Vice President & Secretary</u>
<u>David K. Hill III</u>	<u>Vice President</u>
<u>Hal H. Barber</u>	<u>Vice President</u>
<u>Eileen M. Connelly</u>	<u>Assistant Secretary</u>

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares

Name	Business Address	Percentage Interest
<u>N/A</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

c For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder

Name	Business Address	Percentage Interest
David and Diane Hill	2008 Abbotsford Drive, Barrington, IL 60010	100%

*City ordinance requires that whenever stock or beneficial interest is held by a corporation or other legal entity the shareholder or other entity must make the disclosure as indicated herein

d For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities also list the members)

Name	Address
N/A	

2 FOR PARTNERSHIPS

For general or limited partnerships, list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest
N/A		

3 FOR LIMITED LIABILITY COMPANIES

a List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers write "no officers"

Name	Title
N/A	

b List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers."

Name	Business Address	Percentage Interest
N/A		

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

N/A		

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

Name	Business Address	Percentage Interest
N/A		

III CERTIFICATION OF COMPLIANCE

A The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below:

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

- C The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation; (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations; and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A. CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one.

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

V. CERTIFICATION

A. The Undersigned and its principals (officers, directors, partners, members)

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

state antitrust statutes fraud embezzlement theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property

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

B The Undersigned, or any party to be used in the performance of the Project (an "Applicable Party") or any affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or Any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof during the three years prior to the date of such Applicable Party's contract in connection with the Project

- 1 bribed or attempted to bribe or been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/13E-1 as amended, supplemented and restated from time to time; (2) bid-robbing in violation of 720 ILCS 5/13E-4, as amended, supplemented and restated from time to time or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-robbing

E If the Undersigned is unable to certify to any of the above statements in this Section the Undersigned shall explain below

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A DEFINITIONS AND DISCLOSURE REQUIREMENTS

- 1 Pursuant to Executive Order 9/-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
- 2 "Lobbyist" means any person (i) who, on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
- 3 If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED. X

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A DEFINITIONS AND DISCLOSURE REQUIREMENT

- 1 Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

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

3 CERTIFICATION

1 Has the undersigned had a "business relationship" with any City elected official in the 12 months prior to the date of execution of this RDS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2 in accordance with Section 2-156-110 of the Municipal Code.

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore, the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Kimball Hill Development Company
(Print or type name of individual or legal entity)

By: David K Hill
(sign here)

Title of signatory President

Print or type name of signatory David K. Hill

Date 6-17, 2003

Subscribed to before me this 17 day of June, 2003 at Cook County, Illinois

Eileen M. Connelly
Eileen M. Connelly Notary Public

Commission expires 03-07-04



AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction

Legal Name of Entity submitting this Affidavit (the "Affiant")

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

(Print or type name of Affiant)

By David K Hill
(Signature of Authorized Officer)

David K. Hill
(Print or type name of signatory)

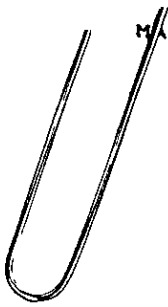
President
(Title of signatory)

Date 6-17-03

County of Cook
State of Illinois
Acknowledged under oath on 6-17-03 (date)
before me by David K. Hill
as President
(title)
of (firm) Kimball Hill Development Company

Eileen M. Connelly
Notary Public Eileen M. Connelly
Commission expires 03-07-04





(Do not write below this line except to recertify prior to submission to City Council or date of closing.)

RECERTIFICATION

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certifi- and statements contained in this EUS are true accurate and complete as of the date furnish the City and continue to be true accurate and complete as of the date hereof

Kimball Hill Development Company
(Print or type name of individual or legal entity)

By [Signature]
(sign here)

Title or signatory President

Print or type name of signatory David K. Hill

Date _____, 200

Subscribed to before me this 19th day of Dec.
2003 at Cook County, Illinois

Margaret A. Grassano
Notary Public

Commission expires 6-6-06



MAY-15-03 14:56 FROM:

TO:

PAGE 2/1

CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the attachment date. Every question must be answered. If a question is not applicable, answer with "N.A." Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE:

- The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
- Entity holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the undersigned or a limited partnership interest in the undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original undersigned is a corporation "whose stock is registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: KIMBALL HILL STATEWAY, INC.
- B. Business address: 5999 NEW WYKE RD., #504, ROLLING MEADOWS, ILL 60008
- C. Telephone: 847-709-7940
- D. Fax: 847-709-7942
- E. Name of contact person: DAVID K. HILL
- F. Project Information: (2) City agency requesting EDS: DOH + DPD
- (2) City action requested (e.g., loan grant, sale of property): LAND SALE, TIF, HOME LOAN
- (3) property location: NE CORNER STATE + PERCHING; (4) project description: 80 UNIT MULTIFAMILY MIXED INCOME HOUSING

MAY-15-03 14.56 FROM:

ID:

PAGE 3/1.

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below:

- Individual
- Business corporation
- Not-for-profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, (if applicable):

ILLINOIS

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS:

a. Give below the names and titles of the executive officers and directors of the corporation

NAME	TITLE
<u>DAVID K HILL</u>	<u>PRESIDENT & CEO</u>
<u>BRIAN A. LOFTUS</u>	<u>SR. VICE PRESIDENT</u>
<u>DOUGLAS GUTHRIE</u>	<u>SR VICE PRESIDENT</u>

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares:

Name	Business Address	Percentage Interest
<u>NA</u>		

MAY-15-03 14:57 FROM:

TO:

PAGE 4/1

c. For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
KIMBALL HILL STATEWAY, INC.	5999 NEW WHITE Rd, ROLLING MEADOWS, IL 60008	100% OWNED KIMBALL HILL DEVELOPMENT COMPANY
KIMBALL HILL DEVELOPMENT CO	5999 NE. WHITE ROAD, ROLLING MEADOWS, IL 60008	100% OWNED DAVID & DIANE HILL
DAVID & DIANE HILL	2008 ABBOTSFORD DRIVE, BARRINGTON, IL 60010	

*City ordinance requires that whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members)

Name	Address
NA	

2. FOR PARTNERSHIPS:

For general or limited partnerships, list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
NA		

3. FOR LIMITED LIABILITY COMPANIES:

List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write 'no officers'.

Name	Title
NA	

MAY-15-W3 14 57 FROM:

ID:

PAGE 5/10

b. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers"

Name	Business Address	Percentage Interest
NA		

4. FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES:

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

NA	

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

Name	Business Address	Percentage Interest
NA		

III. CERTIFICATION OF COMPLIANCE

A. The undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below.

B. The undersigned entity is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the entity delinquent in paying any fine, fee, tax or other charge owed to the city. This includes all water charges, sewer charges, property taxes or sales taxes. If there are any such delinquencies note them below:

MAY-15-03 14:57 FROM:

ID:

PAGE 6/13

- c. The Undersigned hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city state or federal environmental law or regulation. (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U.S. EPA's list of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation: _____

IV. CHILD SUPPORT OBLIGATIONS

A. CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT OBLIGATIONS

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one

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

V. CERTIFICATION

A. The Undersigned and its principals (officers, directors, partners, members).

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not within a five-year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

MAY-15-03 10:57 FROM:

ID.

PAGE 7/13

state anticorrupt statutes, fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

B. The undersigned, or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project:

- 1. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint or freedom of competition by agreement to bid a fixed price or otherwise; or
- 3. made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

C. The undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-155 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-55 of the Municipal Code (Office of the Inspector General).

D. Neither the undersigned nor any employee, official, agent or partner of the undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended, supplemented and restated from time to time; (2) bid-robbing in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time; or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-robbing.

E. If the undersigned is unable to certify to any of the above statements in this Section the undersigned shall explain below:

(If no explanation appears or begins on the lines above, it shall be conclusively presumed that the undersigned certifies to each of the above statements.)

MAY-15-03 14:58 FROM:

ID:

PAGE 8/13

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person his/her business address, the nature of the relationship, and the amount of the fees paid or expected to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any person of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

MAY-15-03 14:58 FROM

101

PAGE 9/13

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

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months prior to the date of execution of this BMS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY PROPERTY

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code.

1. Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract, work, business or transaction?

YES NO

If yes, identify the officials or employees having such interest and the nature of such interest:

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

MAY-15-03 14.56 FROM:

ID:

PAGE 10/13

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

N/A if the contract, work or transaction is not for a City Property Sale
 Yes
 No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that:

- a. The certifications contained in this EOS shall become part of any contract awarded to the undersigned by the City in connection with the City assistance to which this EOS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EOS is being executed and delivered on behalf of the undersigned. Furthermore, the undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the construction.
- b. If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the undersigned's participation in the transaction, and/or decline to allow the undersigned to participate in other contracts or transactions with the City.
- c. Some or all of the information provided on this EOS and any attachments to this EOS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise by completing and signing this EOS, the undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EOS and also authorizes the City to verify the accuracy of any information submitted herein.

KIMBALL HILL STATEWAY, Inc.
(Print or type name of individual or legal entity)

By: David K Hill
(sign here)

Title or signatory: President & CEO

Print or type name of signatory: David K. Hill

Date: 5-20, 2003

Subscribed to before me this 20 day of May, 2003 at Frank County, Illinois

Eileen M. Connelly
Notary Public

Commission Expires: 03-07-04



MAY-16-03 14:55 FROM

ID:

PAGE 12/13

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Section 2-92-S85 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City

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

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

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

(attach additional pages, if necessary).

MAY-15-03 14:59 FROM:

ID:

PAGE 13/13

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

Kimball Hill STATEWAY, Inc.

(Print or type name of Affiant)

By: *David K Hill*
(Signature of Authorized Officer)

David K. Hill
(Print or type name of signatory)

President & CEO
(Title of signatory)

Date: 5-20-03

County of Cook
State of Illinois
Acknowledged under oath on 5/20/03 (date)
before me by David K Hill
as President & CEO
(title)
of (firm) Kimball Hill Stateway, Inc.

Notary Public Eileen M Connelly
Commission expires: 03/07/04
Eileen M Connelly





(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certificates and statements contained in this EUS are true, accurate and complete as of the date furnished the City and continue to be true, accurate and complete as of the date hereof.

Kimball Hill Saturday, Inc.
(Print or type name of individual or legal entity)

By David K. Hill
(Sign here)

Title of signatory President & CEO

Print or type name of signatory David K. Hill

Date _____, 200

Subscribed to before me this 19th day of Dec.
2003 at Cook County, Illinois

Margaret A. Grassano
Notary Public

Commission expires 6-6-06



CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the date of the data. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE:

1. The Undersigned: ANY individual or entity (the "Undersigned") seeking an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Parties holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any revised ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: Mesa Development, LLC
- B. Business address: 445 W. Erie, Suite 210, Chicago, IL 60610
- C. Telephone: (312) 266-1002
- D. Fax: (312) 266-1045
- E. Name of contact person: Richard P. Shields
- F. Project Information: (1) City agency requesting EDS: DOH, DPD
- (2) City action requested (e.g., loan grant, sale of property): Land Sale, TIF, Home Loan
- (3) Property location: NE Corner Skidway, project description: 90 Unit Multifamily Mixed Income Housing

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable

Illinois

3. For corporations, limited partnerships and limited liability companies not organized in the state of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS

a. List below the names and titles of the executive officers and directors of the corporation

Name	Title

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares

Name	Business Address	Percentage Interest

c For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

*City ordinance requires that whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities also list the members)

Name	Address

2 FOR PARTNERSHIPS

For general or limited partnerships list below the name business address and percentage of ownership interest of each partner. For limited partnerships indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest

3 FOR LIMITED LIABILITY COMPANIES

List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers write "no officers."

Name	Title
No Officers	

b List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers."

Name	Business Address	Percentage Interest
Richard A. Hanson	445 W. Erie, Suite 210, Chicago, IL 60610	40% *
Shaw J. Hunt	"	30%
Richard P. Shields	"	30%
* Manager		

SEE I-B FOR ADDRESS

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

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

Name	Business Address	Percentage Interest

III. CERTIFICATION OF COMPLIANCE

A The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below.

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

- C The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A. CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V. CERTIFICATION

A. The Undersigned and its principals (officers, directors, partners, members)

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
- 2 have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

state antitrust statutes, fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

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

B The undersigned or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or Any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof has not during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof during the three years prior to the date of such Applicable Party's contract in connection with the Project

- 1 bribed or attempted to bribe or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity,
- 2 agreed or colluded with other bidders or prospective bidders or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended, supplemented and restated from time to time, (2) bid-rotating in violation of 720 ILCS 5/33E-4 as amended, supplemented and restated from time to time or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating

E If the Undersigned is unable to certify to any of the above statements in this Section, the Undersigned shall explain below

(If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.)

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself, undertakes to influence any legislative or administrative action or (ii) any person of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED.

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

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

B CERTIFICATION

1 Has the undersigned had a "business relationship" with any City elected official in the 12 months prior to the date of execution of this RDS?

Yes No

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

VIII CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-136 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2 in accordance with Section 2-136-110 of the Municipal Code.

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work, business, or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

() N/A (10) the contract work or transaction is not for a City Property Sale
() Yes
(X) No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Mesa Development, LLC
(Print or type name of individual or legal entity)

By _____ (Sign Here)
Title of signatory Richard P. Shields, Principal

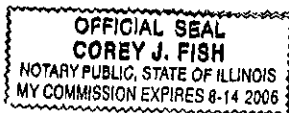
Print or type name of signatory Richard P. Shields

Date June 4, 2003

Subscribed to before me this 4 day of June, 2003 at Cook County Illinois.

Corey J. Fish
Notary Public

Commission expires 8-14-2006



AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

gc Unit + Multi-Family Mixed Income Development @
39th + State St.

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Mesa Development, LLC

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

Mesa Development, LLC
(Print or type name of Affiant)

By: Richard P. Shields
(Signature of Authorized Officer)

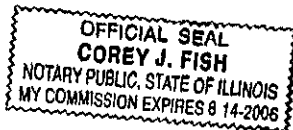
Richard P. Shields
(Print or type name of signatory)

Principal
(Title of signatory)

Date: June 4, 2003

County of Cook
State of Illinois
Acknowledged under oath on 6.4.03 (date)
before me by Richard P. Shields
as
(title)
of (firm)

Notary Public Corey J. Fish
Commission expires 8/14/2006



(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certificates and statements contained in this LUS are true, accurate and complete as of the date furnished the City and continue to be true, accurate and complete as of the date hereof.

Mesa Development LLC
(Print or type name of individual or legal entity)

By [Signature]
(sign here)

Title of signatory Principal

Print or type name of signatory Richard P. Shields

Date _____, 200

Subscribed to before me this 19th day of Dec., 2003 at Cook County, Illinois.

Margaret A. Grassano
Notary Public

Commission expires 6-6-06



MAY-15-03 14:56 FROM:

ID:

PAGE 2/1

CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the statement date. Every question must be answered. If a question is not applicable, answer with "N.A." Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE:

- 1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Parties holding an interest in the Undersigned: Whenever an ownership interest in the Undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of undersigned: STATEWAY ASSOCIATES, LLC
B. Business address: 445 WEST ERIE, SUITE 205, CHICAGO, IL 60610
C. Telephone: 312-266-1904
D. Fax: 312 266-1045
E. Name of contact person: DOUGLAS GUTHRIE
F. Project Information: (1) City agency requesting EDS: DOH + DPD
(2) City action requested (e.g., loan, grant, sale of property): LAND SALE, TIF, HOME LOAN
(3) property location: NE CORNER STATE & PERSHING
(4) project description: 80 UNIT MULTIFAMILY MIXED INCOME HOUSING

MAY-15-03 14.56 FROM:

ID:

PAGE 3/1.

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below:

- Individual
- Business corporation
- Not-for-profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

ILLINOIS

3. For corporations, limited partnerships and limited liability companies not organized in the state of Illinois, is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS:

a. List below the names and titles of the executive officers and directors of the corporation.

Name	Title
<u>NA</u>	

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares:

Name	Business Address	Percentage Interest
<u>NA</u>		

MAY-15-03 14:57 FROM:

ID:

PAGE 4/1

c. For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
NA		

*City ordinance requires that, whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein.

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members).

Name	Address
NA	

2. FOR PARTNERSHIPS:

For general or limited partnerships: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether such partner is a general partner or a limited partner

Name	Business Address	Percentage Interest
NA		

3. FOR LIMITED LIABILITY COMPANIES:

4. List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers."

Name	Title
DANIEL WALSH	CHAIRMAN
ALLISON DAVIS	VICE CHAIRMAN
RICHARD SHIELDS	CEO
DOUGLAS GUTHRIE	PRESIDENT + COO
RICHARD HANSON	CFO

MAY-15-03 14:57 FROM

ID:

PAGE 5/10

b. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers"

NAME	Business Address	Percentage Interest
Kimbell Hill STATEWAY, INC.	5999 NEW WICKERD, ROLLING MEADOWS, IL	25%
WALSH VENTURE MANAGEMENT, LLC	929 W. ADAMS, CHICAGO, IL	25%
MESA STATEWAY ASSOCIATES, LLC	445 W. ERIE, SUITE 210, CHICAGO, IL	25%
WRP STATEWAY, LLC	54 W. HUBBARD, CHICAGO, IL	25%

NO MANAGERS

1. FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES:

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

NA

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

Name	Business Address	Percentage Interest
NA		

NA

XXI. CERTIFICATION OF COMPLIANCE

A. The undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below.

B. The undersigned entity is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the entity delinquent in paying any fine, fee, tax or other charge owed to the city. This includes all water charges, sewer charges, property taxes or sales taxes. If there are any such delinquencies, note them below:

MAY-15-03 14:57 FROM:

ID:

PAGE 6/13

- c. The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent, use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U S EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation: _____

XV. CHILD SUPPORT OBLIGATIONS

A CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V. CERTIFICATION

A The Undersigned and its principals (officers, directors, partners, members)

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
2. have not within a five-year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or

MAY-15-03 14:57 FROM:

ID:

PAGE 7/13

state antitrust statutes; fraud; embezzlement; theft; forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property.

- 3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (2) above; and
 4. have not within a three-year period preceding the date hereof had one or more public transactions (federal, state or local) terminated for cause or default.
 - 5 have not, within a five-year period preceding the date hereof, been convicted, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.
- B. The Undersigned or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project:
1. bribed or attempted to bribe or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
 3. made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code, and (2) all the applicable provisions of Chapter 2 56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/13E-3 as amended, supplemented and restated from time to time; (2) bid-robbing in violation of 720 ILCS 5/13E-4, as amended, supplemented and restated from time to time, or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-robbing.
- E. If the Undersigned is unable to certify to any of the above statements in this section, the Undersigned shall explain below.

If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.

MAY-15-03 14:58 FROM:

ID:

PAGE 8/10

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below.

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
JOHN GEORGE	ATTORNEY		
Two First Natl., 20 S. CLARK ST, CHICAGO 60603			Est. \$10,000

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: _____

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS

MAY-15-03 14:58 FROM:

ID:

PAGE 9/13

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

B. CERTIFICATION

1 Has the Undersigned had a "business relationship" with any City elected official in the 12 months prior to the date of execution of this ADS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code:

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract, work, business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

MAY-15-03 14:58 FROM:

ID:

PAGE 10/10

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

- A. The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore, the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B. If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

STATEWAY ASSOCIATES, LLC
(Print or type name of individual or legal entity)

By: Douglas Gutarie
(sign here)

Title of signatory: PRESIDENT & COO

Print or type name of signatory: DOUGLAS GUTARIE

Date: May 20, 2003

Subscribed to before me this 20 day of May, 2003 at Cook County, Illinois

Patricia M. Buttle
Notary Public

Commission expires: 5/03/06



MAY-15-03 14:59 FROM

ID:

PAGE 12/13

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

Legal Name of Entity submitting this Affidavit (the "Affiant"):

STATEWAY ASSOCIATES, LLC

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary).

MAY-15-03 14:59 FROM:

ID:

PAGE 13/13

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

STATEWAY ASSOCIATES, LLC

(Print or type name of Affiant)

By: *Douglas Gutarie*
(Signature of Authorized Officer)

DOUGLAS GUTARIE
(Print or type name of signatory)

PRESIDENT & COO
(Title of signatory)

Date: *May 20, 2003*

Country of *Cook*
State of *Illinois*
Acknowledged under oath on *5/20/03* (date)
before me by
as
(title)
of (firm)

Notary Public
Commission expires: *5/08/03*



(Do not write below this line except to recertify prior to submission to City Council or on date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents under penalty of perjury, that all certificates and statements contained in this EUS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof.

STATEWAY ASSOCIATES, LLC

(Print or type name of individual or legal entity)

By [Signature], sign here!

Title of signatory CEO

* JAMES L. MILLER
CEO as of 8/01/01

Print or type name of signatory JAMES L. MILLER

Date _____, 200

Subscribed to before me this 19th day of Dec.
2003 at Cook County, Illinois

Margaret A. Grassano
Notary Public

Commission Expires 6-6-06



CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

Pursuant to Chapter 2-134 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the statement date. Every question must be answered. If a question is not applicable answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE

1. The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2. Entities holding an interest in the Undersigned: Whenever an ownership interest in the Undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf. If the original Undersigned is a corporation whose state is registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Undersigned's stock must file EDS's on their own behalf.

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

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: Mesa Steteman Associates, LLC
- B. Business address: 445 W Erie, Suite 210, Chicago, IL 60610
- C. Telephone: (312) 266-1002
- D. Fax: (312) 266-1085
- E. Name of contact person: Richard P. Shields
- F. Project Information (1) City agency requesting EDS: DCM + DPD
- (2) City action requested (e.g., loan, grant, sale of property): LAND SALE, TIF, HOME LEU
- (3) Property location: NE Corner State + Leishings project description: 80 Unit Multifamily Mixed Income Housing

II. DISCLOSURE OF OWNERSHIP INTERESTS

A GENERAL INFORMATION

1. Indicate whether the Undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2 State of incorporation or organization, if applicable

Illinois

3 For corporations, limited partnerships and limited liability companies not organized in the State of Illinois - Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B ORGANIZATION INFORMATION

1 FOR CORPORATIONS

a List below the names and titles of the executive officers and directors of the corporation

Name	Title

b For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares

Name	Business Address	Percentage Interest

c For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

*City ordinance requires that whenever stock or beneficial interest is held by a corporation or other legal entity the shareholder or other entity must make the disclosure as indicated herein

d For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities also list the members)

Name	Address
-----	-----
-----	-----
-----	-----
-----	-----

2 FOR PARTNERSHIPS

For general or limited partnerships list below the name business address and percentage of ownership interest of each partner For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

3 FOR LIMITED LIABILITY COMPANIES

List below the names and titles of the executive officers, if any, of the limited liability company If there are no officers write "no officers"

Name	Title
-----	-----
-----	-----
-----	-----
-----	-----

No Officers

b List below the name business address and percentage of ownership interest of such (i) member and (ii) manager. If there are no managers, write "no managers."

Name	Business Address	Percentage Interest
Mesa Development, LLC		100%

SEE I.B FOR ADDRESS

NO MANAGERS

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

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

Name	Business Address	Percentage Interest

11. CERTIFICATION OF COMPLIANCE

A The Undersigned entity has not, in the past five years been found in violation of any city, state or federal environmental law or regulation. If there have been any such violations, note them below.

B The Undersigned entity is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the entity delinquent in paying any fine, fee, tax or other charge owed to the city. This includes all water charges, sewer charges, property taxes or sales taxes. If there are any such delinquencies, note them below.

- c The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years been found in violation of any city, state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent use any contractors/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify provide an explanation _____

XV. CHILD SUPPORT OBLIGATIONS

A CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V CERTIFICATION

A The Undersigned and its principals (officers, directors, partners, members)

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transaction, by any federal, state or local unit of government.
- 2 have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

state antitrust statutes, fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

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

B The Undersigned or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof during the three years prior to the date of such Applicable Party's contract in connection with the Project

- 1 bribed or attempted to bribe, or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-1 as amended, supplemented and restated from time to time; (2) bid-roctating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time; or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-roctating.

E If the Undersigned is unable to certify to any of the above statements in this Section the Undersigned shall explain below

 [If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 9/-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of such such person his/her business address the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action or (ii) any person of whose duty as an employee or another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

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

3 CERTIFICATION

1 Has the undersigned had a "business relationship" with any City elected official in the 12 months prior to the date of execution of this ADS?

Yes No

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

VIII CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code.

1 Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract work business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property Sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the undersigned. Furthermore the undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the transaction, terminate the undersigned's participation in the transaction and/or decline to allow the undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request or otherwise. By completing and signing this EDS, the undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Mesa Stately Associates, LLC
(Print or type name of individual or legal entity)

By [Signature]
(sign here)

Title of signatory _____

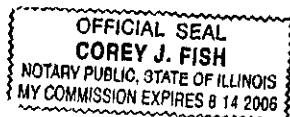
Print or type name of signatory Richard P Shields

Date June 4, 2003

Subscribed to before me this 4 day of June
2003 at Cook County Illinois

[Signature]
Notary Public

Commission expires 8 14 2006



AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

80 Unit Mult-Family Mixed Income Building @ 39th + State St.

Legal Name of Entity submitting this Affidavit (the "Affiant")

Mesa Stokeway Associates, LLC

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary)

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

Mesa Steteway Associates, LLC

(Print or type name of Affiant)

By: [Signature]
(Signature of Authorized Officer)

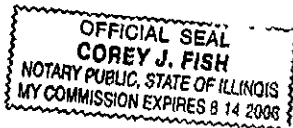
Richard P Shields
(Print or type name of signatory)

Principal
(Title of signatory)

Date: June 4, 2003

County of Cook
State of Illinois
Acknowledged under oath on 6/4/03 (date)
before me by Richard P Shields
as
(title)
of (firm)

Notary Public Corey J. Fish
Commission expires 8/14/2006



CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code") the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the latest date. Every question must be answered. If a question is not applicable, answer with "N/A". Incomplete EDS shall be returned and any City action shall be interrupted.

Please clearly print or type all responses.

WHO MUST FILE.

- 1 The Undersigned: Any individual or entity (the "Undersigned") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS.
2 Entities holding an interest in the Undersigned: Whenever an ownership interest in the undersigned (such as shares of stock of the Undersigned or a limited partnership interest in the Undersigned, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an EDS on its own behalf.

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

CERTIFYING THIS EDS Execute the certification on the date of the initial submission of this EDS. You may be asked to update this EDS on the last page as of the date of submission of any related ordinance to the City Council or as of the date of the closing of your transaction. If you need extra space to fully answer a question, you may insert additional pages.

I. GENERAL INFORMATION

- A. Exact legal name of Undersigned: Stateway Pershing, LLC
B. Business address: 54 W Hubbard, Suite 205, Chicago, IL 60610
C. Telephone: (312) 755-9997
D. Fax: (312) 755-0773
E. Name of contact person: Jared A. Davis
F. Project Information: (1) City agency requesting EDS: DOT and DPD
(2) City Action requested (e.g., loan, grant, sale of property): Land Sale TIF, Home loan
(3) property location: 39th and State (4) project description: New Construction of 80 unit multi-family development

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below

- Individual
- Business corporation
- Not-for profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable.

Illinois

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS

a. List below the names and titles of the executive officers and directors of the corporation

Name	Title

b. For companies whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10 percent of the company's outstanding shares.

Name	Business Address	Percentage Interest

c For companies that are not publicly traded pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

*City ordinance requires that, whenever stock or beneficial interest is held by a corporation or other legal entity, the shareholder or other entity must make the disclosure as indicated herein

d. For not-for-profit corporations, list below the officers and any paid executive of the corporation (if the not-for-profit has members who are legal entities, also list the members)

Name	Address

2. FOR PARTNERSHIPS

For general or limited partnerships, list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner

Name	Business Address	Percentage Interest

3. FOR LIMITED LIABILITY COMPANIES.

4. List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers."

Name	Title

No officers

b List below the name business address and percentage of ownership interest of each (i) member and (ii) manager If there are no managers, write "no managers"

Name	Business Address	Percentage Interest
Stateway Associates, LLC	445 W Erie, Suite 205, Chicago, IL 60610	100% Member
NRP Stateway, LLC	54 W. Hubbard, Suite 205, Chicago, IL 60610	Manager

4 FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES

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

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

Name	Business Address	Percentage Interest

III. CERTIFICATION OF COMPLIANCE

A. The Undersigned entity has not, in the past five years, been found in violation of any city, state or federal environmental law or regulation If there have been any such violations, note them below.

B The Undersigned entity is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the entity delinquent in paying any fine, fee, tax or other charge owed to the city This includes all water charges, sewer charges, property taxes or sales taxes If there are any such delinquencies note them below:

- C The Undersigned entity hereby certifies that (1) any contractors/subcontractors retained in connection with the city project have not, in the past five years, been found in violation of any city, state or federal environmental law or regulation, (2) the Undersigned will not, without the city's prior written consent, use any contractor/subcontractors who have committed such violations, and (3) the Undersigned will not use any facility on the U.S. EPA's List of Violating Facilities in connection with the project for the duration of time that the facility remains on the list.

If the Undersigned is unable to so certify, provide an explanation _____

IV. CHILD SUPPORT OBLIGATIONS

A CERTIFICATION REGARDING COURT ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any person who owns or holds a 10 percent or more interest in the Affiant.

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

Check one:

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

V. CERTIFICATION

A The Undersigned and its principals (officers, directors, partners, members).

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transaction, by any federal, state or local unit of government.
- 2 have not within a five year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or

state antitrust statutes, fraud, embezzlement; theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property

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

B The Undersigned, or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity (meaning an entity that, directly or indirectly, has the legal authority to control the undersigned) of either the Undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof during the three years prior to the date of such Applicable Party's contract in connection with the Project:

- 1 bribed or attempted to bribe or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- 2 agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- 3 made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

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

D Neither the Undersigned nor any employee, official, agent or partner of the Undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 as amended supplemented and restated from time to time; (2) bid-rotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time, or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating

E If the Undersigned is unable to certify to any of the above statements in this Section, the Undersigned shall explain below

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Undersigned certifies to each of the above statements.]

VI. RETAINED PARTIES

A DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 9/-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Undersigned retained or expects to retain in connection with obtaining the contract or lease. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. "Lobbyist" means any person (i) who, on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.
3. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant or other person retained or anticipated to be retained by the Undersigned in connection with obtaining the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist etc.)	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:

VII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A DEFINITIONS AND DISCLOSURE REQUIREMENT

1. Pursuant to an ordinance approved by the City Council on December 2, 1998, the Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS

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

B CERTIFICATION

1. Has the undersigned had a "business relationship" with any City elected official in the 1 months prior to the date of execution of this EDS?

Yes No

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

VIII. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code") have the same meanings when used in this Certification. Complete BOTH sections 1 and 2. In accordance with Section 2-156-110 of the Municipal Code.

1. Does any official or employee of the City of Chicago (the "City") have a financial interest in his or her own name or in the name of any other person in this contract, work, business or transaction?

Yes No

If yes, identify the officials or employees having such interest and the nature of such interest:

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

If the contract, work, business or transaction involves a City Property Sale, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the City Property sale?

- N/A (i.e., the contract, work or transaction is not for a City Property Sale)
- Yes
- No

If yes, identify the officials or employees having such interest and the nature of such interest

I further certify that no such financial interest in this contract, work, business or transaction will be acquired by any official or employee of the City.

IX. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that

- A The certifications contained in this EDS shall become part of any contract awarded to the Undersigned by the City in connection with the City assistance to which this EDS pertains and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the Undersigned. Furthermore, the Undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the transaction.
- B If the City determines that any information provided herein is false, incomplete or inaccurate the City may terminate the transaction, terminate the Undersigned's participation in the transaction, and/or decline to allow the Undersigned to participate in other contracts or transactions with the City.
- C Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted herein.

Stateway Pershing LLC
(Print or type name of individual or legal entity)

By: [Signature]
(Sign here)

Title of signatory: Manager, Davis Associates Managers LLC

Print or type name of signatory: Allison S. Davis

Date May 21, 2003

Subscribed to before me this 21 day of May, 2003 at Cook County Illinois.

[Signature]
Notary Public

Commission expires: 10-16-04



AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Transaction:

Legal Name of Entity submitting this Affidavit (the "Affiant"):

Section 2-92-585 of the Municipal Code of Chicago requires that any entity entering into a contract with the City of Chicago must complete an affidavit verifying that the entity has searched any and all records of the entity and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and must disclose in the affidavit such records to the City. In addition, the ordinance requires that the entity disclose in the affidavit the names of any slaves or slaveholders described in those records. Failure to comply with the ordinance makes the contract voidable on behalf of the City.

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

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

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

(attach additional pages, if necessary).

AFFIDAVIT REGARDING SLAVERY ERA BUSINESS

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Affiant, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

(Print or type name of Affiant)

By: [Handwritten Signature]
(Signature of Authorized Officer)

Allison S. Davis
(Print or type name of signatory)

Manager, Davis Associate Managers, LLC
(Title of signatory)

Date: May 21, 2003

County of COOK
State of ILLINOIS
Acknowledged under oath on May 21, 2003 (date)
before me by
as
(title)
of (firm)

Notary Public [Handwritten Signature]
Commission expires. 10-16-04

