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RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
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This agreement was prepared by and after recording return to:
Michael L. Gaynor
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

AMERICAN NATIONAL RED CROSS REDEVELOPMENT AGREEMENT

This American National Red Cross Redevelopment Agreement (this "Agreement" or "RDA") is made as of this 12th day of April, 2013, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("DHED"), and the American National Red Cross, The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)) (the "Developer" or "ARC"), acting by and through The American Red Cross of Greater Chicago, a duly constituted Chapter under the authority of the Board of Governors of the American National Red Cross (the "Chapter"). Capitalized terms not otherwise defined herein shall have the meaning given in Section 2.

RECITALS

A. City Council Authority: To induce redevelopment pursuant to provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") the City Council of the City (the "the City Council") adopted certain ordinances on February 5, 1998, approving a redevelopment plan (the "Redevelopment Plan") for the Western/Ogden Redevelopment Project Area (the "Area"), designating the Area as a "redevelopment project area" under the Act, and adopting tax increment allocation financing for the Area (collectively, the "TIF Ordinances"). The Area is legally described in Exhibit A hereto.

MO 577254 DEC 10 2011

B. The Project: The Chapter intends to undertake the redevelopment project described in Exhibit B hereto with respect to certain property located within the Area and commonly known as 2200 West Harrison Street, Chicago, Illinois 60612 and legally described on Exhibit C (the "Property"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

C. City Financing: The City agrees to use Incremental Taxes to reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

SECTION 1. RECITALS

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

SECTION 2. DEFINITIONS

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

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

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the Agreement during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.05); (2) compliance with the Jobs Covenant (Section 8.05); (3) delivery of Financial Statements and unaudited financial statements (Section 8.09); (4) delivery of updated insurance certificates, if applicable (Section 8.10); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.11); (6) [intentionally omitted]; and (7) compliance with all other executory provisions of the RDA.

"Area TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Area into which the Incremental Taxes will be deposited.

"Available Incremental Taxes" shall mean an amount equal to ninety percent (90%) of the Incremental Taxes deposited in the Area TIF Fund attributable to the taxes levied on the Area, as adjusted to reflect the amount of the City Fee described in Section 4.05 hereof.

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

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Fee" shall mean the fee described in Section 4.02 hereof.

"City Funds" shall mean the funds described in Section 4.05 hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Completion Date" shall mean the date the City issues its Certificate of Completion.

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

"Employer(s)" shall have the meaning set forth in Paragraph F of Exhibit D hereto.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) in an amount not less than that set forth in Section 4.01 hereof.

"Event of Default" shall have the meaning set forth in Section 12 hereof.

"FTE" shall mean a full-time equivalent employee who worked for the Developer at the Property for a minimum of 1,800 annual hours. For purposes of Section 8.05, the calculation of the number of full-time equivalent employees shall be made by dividing the total hours worked for the Developer at the Property (including part-time employees) during the applicable 12-month period by 1,800 hours.

"General Contractor" shall mean the general contractor(s) hired by the Developer for the Project.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Area TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders, if any, and used to pay for Costs of the Project otherwise secured by the Property.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit E-2.

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

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

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

"Prior Expenditure(s)" shall mean those prior expenditures relating to the Project set forth in Exhibit G hereto.

"Prohibited Use" shall mean a fast-food chain restaurant, a national chain business, a branch bank, an employment agency, a currency exchange, a payday loan store, a pawn shop, a psychic or astrological or palm-reading business, a bar or liquor store, an adult bookstore, a massage parlor, a hotel or motel, an off-track betting facility, a trailer-storage yard, a scrap yard, or any use similar to the preceding uses or otherwise identified in writing by DHED. The Commissioner of DHED shall have discretion to consent to a waiver of any of the foregoing prohibited uses for any specific development, which discretion shall be in the Commissioner's sole discretion.

"Project Budget" shall mean the budget attached hereto as Exhibit E-1, showing the total cost of the Project by line item, as the same may be amended from time to time with the consent of DHED.

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

"Reimbursement Event" shall mean an act or omission of by the Developer or its Affiliate resulting in an Event of Default relating to: (i) a material misrepresentation to the City related to the Project that the City relied upon (as reasonably determined by the City) in its decision to provide City Funds for the Project or to pay any such City Funds to the Developer; (ii) a fraudulent act or omission related to the Project; (iii) a misappropriation of funds from the uses set forth in the Project Budget resulting in the receipt by the Developer or its Affiliates of additional fees, commissions or compensation not disclosed in such Project Budget or otherwise approved in writing by DHED; (iv) any intentional or material waste to the Project improvements or any portion thereof; (v) any unapproved use of City Funds for payment or reimbursement of amounts other than costs of the TIF-Funded Improvements; (vi) a breach of the transfer and assignment restrictions contained in this Agreement; (vii) any material breach of the representations, warranties or covenants regarding environmental matters contained in this Agreement, as applicable; (viii) the occurrence of any material uninsured casualty event to any portion of the Project improvements unless the portion of the improvements damaged by such event is restored within a reasonable period of time; (ix) material misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project; (x) any material misrepresentation in any Economic Disclosure Statements and Affidavit submitted by the Developer or its Affiliates; (xi) any receipt of City Funds after the occurrence of an Event of Default, or the occurrence of an event which, if prompt notice of such event had been given, would have entitled the City to withhold, suspend, reduce or terminate the disbursement of such City Funds under this Agreement.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit H, to be delivered by the Developer to DHED pursuant to Section 4.03 of this Agreement.

"Survey" shall mean a survey of the Property prepared in accordance with Minimum Standard Detail Requirements adopted for ALTA/ACSM Land Title Surveys (1999 Revision), acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property resulting from the Project, if any).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the earlier to occur of: (a) the date on which the Area is no longer in effect, and (b) the date on which the final payment of City Funds is made under this Agreement.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, as set forth on Exhibit I, as the same may be amended with DHED's consent.

"Title Company" shall mean First American Title Insurance Company.

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. The Developer will complete the Project no later than June 30, 2013, or such later date as to which DHED may consent.

3.02 Project Budget. The Developer has furnished to DHED, and DHED has approved, the Project Budget. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity shall be sufficient to complete the Project, and (b) the Project Budget is true, correct and complete in all material respects.

3.03 DHED Approval. Any approval granted by DHED under this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental

approval, nor does any approval by DHED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project or otherwise lessen the Developer's obligations under Section 5.02.

3.04 [intentionally omitted]

3.05 Signs and Public Relations. The Developer shall erect a sign in accordance with a template provided by DHED, and subject to final approval by DHED, in a conspicuous location on the Property during the Project indicating that financing has been provided by the City.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$1,902,107, which the Developer will initially fund from the following sources:

| | |
|--|-------------|
| Equity | \$1,402,107 |
| Developer Equity Advance of City Funds | \$ 500,000 |
| ESTIMATED TOTAL | \$1,902,107 |

Such sources of funds shall be used to pay all Project costs because no City Funds will be paid until the City's issuance of a Certificate, and then only on a "pay-as-you-go" basis. Except for the City Funds, no other City financial assistance or incentives have been or will be provided for the Project.

4.02 Reimbursement from City Funds. City Funds may only be used to reimburse the Developer after the issuance of a Certificate for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit I sets forth the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory to DHED. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate. In no event shall the City reimburse the Developer in excess of the lesser of (a) \$500,000 or (b) 26.28% of the Project costs, as set out in the final Project Budget. Furthermore, in no instance shall such the total City Funds paid under this Agreement, together with any other financial assistance provided to the Developer with respect to the Project (including, without limitation, the value of any tax assessment incentives, abatements or reductions), exceed 26.28% of the Project costs, as set out in the final Project Budget.

Subject to the terms and conditions of this Agreement, the City hereby agrees to provide funds solely from Available Incremental Taxes to reimburse the Developer for the cost of TIF-Funded Improvements up to the maximum amount determined under the last sentence of the preceding paragraph (the "City Funds"). City Funds derived from Available Incremental Taxes shall be available to pay such costs and allocated for such purposes only so long as:

- (i) The amount of the Available Incremental Taxes is sufficient to pay for such costs;
- and
- (ii) The City has been paid the City Fee described in Section 4.05 below.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and

conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.05.

4.03 Requisition Form. On the first October 1st (or such other date as the parties may agree to) following the Completion Date and on each April 1st (or such other date as the parties may agree to) thereafter for two years and continuing throughout the Term of the Agreement, the Developer shall provide DHED with a Requisition Form requesting \$166,667, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per year (or as otherwise permitted by DHED). Upon DHED's request, the Developer shall meet with DHED to discuss any Requisition Form(s).

4.04 Prior Expenditures . Exhibit G hereto sets forth the prior expenditures approved by DHED as of the date hereof.

4.05 City Fee. Annually, the City may allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.06 Cost Overruns. The Developer shall be solely responsible for any Project costs in excess of those set forth in the Project Budget and shall hold the City harmless from any and all such costs.

4.07 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The payment of City Funds is subject to being terminated and/or reimbursed as provided in Section 12.

SECTION 5. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DHED must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DHED. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and/or Lender Financing to complete the Project. Any liens against the Property in existence at the Closing Date must have been subordinated to this Agreement pursuant to a subordination agreement to be recorded, at the expense of the Developer, with the Recorder's Office of Cook County.

5.04 Title. The Developer must have furnished the City with a copy of the Title Policy for the

Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions listed on Exhibit F hereto and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.0), contiguity, location, access and survey. The Developer has provided to DHED, on or prior to the Closing Date, certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DHED's satisfaction, by the Title Policy and any endorsements thereto.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name as follows:

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

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

5.06 Surveys. The Developer must have furnished the City with three (3) copies of the Survey.

5.07 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit L hereto, and delivered to DHED actual policies or Accord Form 27 certificates evidencing the required coverages.

5.08 Opinion of the Developer's Counsel. On the Closing Date, the Developer must have furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit K, with such changes as may be acceptable to Corporation Counsel.

5.09 Evidence of Prior Expenditures. The Developer must have provided evidence satisfactory to DHED in its sole discretion of the Prior Expenditures.

5.10 Financial Statements. The Developer must have provided DHED with such financial statements as DHED may reasonably require.

5.11 [intentionally omitted]

5.12 Environmental. The Developer must have provided DHED with copies of any existing phase I environmental audits completed with respect to the Property.

5.13 Corporate Documents; Economic Disclosure Statement. The Developer must have provided a copy of its congressional charter; a Secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws and such other corporate documentation as the City has requested. The Developer must also have provided the City with an Economic Disclosure Statement dated as of the Closing Date. The Developer hereby certifies, represents and warrants that the Secretary's certificate it provided to the City dated as of April 10, 2013 (including the exhibits thereto) continues to be true, accurate and complete in all respects as of the date hereof.

5.14 Litigation. The Developer must have provided to Corporation Counsel and DHED, a description of all pending or threatened litigation or administrative proceedings involving: (a) the Chapter, and (b) the Developer with respect to the Property.

SECTION 6. AGREEMENTS WITH CONTRACTORS

In connection with the Project, the Developer shall comply with, and shall cause the general contractor and all subcontractors to comply with, the construction requirements set forth in Exhibit D that are applicable to such parties. Such requirements are specific City requirements that must be satisfied and include, without limitation, wage, MBE/WBE utilization and City resident hiring requirements.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DHED shall either 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 or a written statement detailing the measures which must be taken in order to obtain the Certificate. DHED may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the performance of the work associated with the Project improvements. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.05 and 8.14 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 15.15 of this Agreement.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, no Certificate will ever be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Funds will ever be paid to the Developer. In addition, if the Project's TIF-Funded Improvements include any public improvements, the City will

have the right (but not the obligation) to complete such public improvements and the Developer must immediately reimburse the City for all reasonable costs and expenses incurred in completing such public improvements.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

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

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

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

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

(d) during the term of this Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), free and clear of all liens except for the Permitted Liens and such other matters as DHED may consent to in writing;

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

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

(g) the Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any agreement or instrument related to the borrowing of money to which the Developer is bound or for which the Property serves as collateral;

(i) any financial statements provided to the City are and will be, at the time of submittal, true, complete and correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) the Developer shall not directly or indirectly do any of the following without the prior written consent of DHED, which consent shall be in DHED's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property; or (3) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

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

(l) the Property shall not be used for any Prohibited Use; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Redevelop. The Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Redevelopment Plan, the TIF Ordinances, the Project Budget and all amendments thereto, and all applicable federal, state and local laws, ordinances, rules, regulations, executive orders and codes. The covenants set forth in this Section shall run with the land but shall be deemed satisfied and shall terminate when the City issues its Certificate for recording in the Recorder's Office of Cook County.

8.03 Use of City Funds. City Funds shall be used by the Developer solely to reimburse the Developer for its payment for the TIF-Funded Improvements.

8.04 Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Area; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. If any such

bonds are issued, the City may use the proceeds thereof to reimburse the Developer for any amounts remaining due under this Agreement.

8.05 Job Creation and Retention; Covenant to Remain in the City. The Developer covenants that, as of the date of this Agreement, and as a condition to the issuance of the Certificate, the Developer shall use its best efforts to ensure that not less than 68 FTE jobs shall be created or retained by the Developer at the Property. The Developer further covenants that at all time thereafter through the earlier to occur of (i) the fifth anniversary date of the issuance of the Certificate pursuant to Section 7.01, and (ii) the final payment of City Funds under this Agreement:

- (a) not less than 45 FTE jobs shall be retained by the Developer at the Property; and
- (b) the Chapter will maintain its operations within the City of Chicago and operate at the Property for the same use and at substantially the same capacity as described in the Developer's TIF application and/or this Agreement, unless the covenant in clause (a) is satisfied and the Commissioner of DHED, in the Commissioner's sole discretion, consents to a change in use.

During the Term of the Agreement, the Developer shall, at the time of filing the annual Requisition Form, provide DHED with a notarized affidavit certifying to its compliance with this Section 8.05 for the 12 month period ending the day prior to the date of such filing date of such certificate. Compliance with Section 8.05(a) shall be determined on an annual FTE average only. The covenants set forth in this Section 8.05(a) shall run with the land and be binding upon any permitted transferee, if any, for the period set forth in the first paragraph of this Section 8.05.

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

8.07 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that: (1) to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business or the Property; and (2) to its actual knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in any other property in the Area.

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

8.09 Financial Statements. At DHED's request, the Developer shall provide DHED with financial statements for each fiscal year within 90 days of the close of such fiscal year and, at DHED's request, shall provide such interim statements as DHED may require.

8.10 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit L.

8.11 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.12 Compliance with Laws. The Property and the Project are and shall be operated in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes.

8.13 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement.

8.14 Real Estate Provisions; Governmental Charges. Subject to the next paragraph, the Developer will 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. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances, including, but not limited to, general real estate taxes.

The Developer has the right, before any delinquency occurs, to contest any Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.15 [intentionally omitted]

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

8.17 Annual Compliance Report. Beginning with the calendar year in which the Certificate is issued and continuing throughout the Term of the Agreement, the Developer shall submit to DHED the Annual Compliance Report by February 1st of the year following the end of the calendar year to

which the Annual Compliance Report relates. For example, if the Certificate is issued in 2013, then the first Annual Compliance Report will be due no later than February 1, 2014.

8.18 FOIA and Local Records Act Compliance.

- (a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request will be a breach of this Agreement.
- (b) Exempt Information. Documents that Developer submits to the City under Section 8.17, (Annual Compliance Report) or otherwise during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.
- (c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 9. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 10. INDEMNIFICATION

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or

nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner directly or indirectly relating or arising out of this Agreement or the Project. The provisions of the undertakings and indemnification set out in this Section 10 shall survive the termination of this Agreement.

SECTION 11. MAINTAINING RECORDS / RIGHT TO INSPECT

The Developer shall (a) comply with the requirements of Paragraph H of Exhibit D during the Term of the Agreement and cause the other applicable parties to comply with such requirements, and (b) upon three (3) business days' notice, permit any authorized representative of the City to have access to all portions of the Project and the Property during normal business hours to confirm the Developer's compliance with its obligations under this Agreement.

SECTION 12. DEFAULT AND REMEDIES

12.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 12.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(b) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(e) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DHED's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

(f) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns 5% or more ownership interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns such a material interest in the Developer, for any crime (other than a misdemeanor).

12.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. However, the City shall not be entitled to recover any City Funds previously paid to the Developer unless the Event of Default involves a Reimbursement Event.

12.03 Curative Period. In the event the Developer fails to perform any covenant or obligation or breaches any representation or warranty which the Developer is required to perform under this Agreement, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. No such cure period, however, shall apply to Events of Default described in Section 12(b), (c), (d), (e) or (f), which defaults shall have the cure periods described therein, if any. In addition, no cure period shall apply to default arising from a breach of the jobs and operations covenants in Section 8.05 and such breach shall be an immediate Event of Default.

SECTION 13. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit F hereto. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless it complies with the first sentence of Section 15.15 hereof.

SECTION 14. 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 the City: City of Chicago
 Department of Housing and Economic Development
 121 North LaSalle Street, Room 1000
 Chicago, IL 60602
 Attention: Commissioner

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

If to the Developer: The American National Red Cross
2200 W Harrison St
Chicago, IL 60612
Attention: Chief Executive Officer

With Copies To: Gregory Hummel
Bryan Cave LLP
161 North Clark Street, Suite 4300
Chicago, Illinois 60601

Director - Real Estate
The American National Red Cross
600-A Forest Point Circle
Charlotte, NC 28273

Office of the General Counsel
The American National Red Cross
2025 E Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

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 day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (c) shall be deemed received two (2) business days following deposit in the mail.

SECTION 15. MISCELLANEOUS

15.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit A hereto without the consent of any party hereto, and DHED may grant consents as explicitly provided for under certain sections of this Agreement. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 15.01 shall be defined as any deviation from the terms of the Agreement which operates to materially reduce the scope of the Project, to reduce the job-retention obligations in Section 8.05 by more than five percent (5%), to materially change the Project or business operations of the Developer at the Property, or increases the City Funds payable to the Developer.

15.02 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.

15.03 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.

15.04 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.

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

15.06 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.

15.07 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.

15.08 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.

15.09 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.

15.10 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.

15.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, and any bond ordinances relating to the Area, if any, such ordinance(s) shall prevail and control.

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

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

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

15.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement. The foregoing limitation shall not prevent the Developer from collaterally assigning to a lender that is also providing financing for the Project the Developer's right to receive the payment of City Funds as security for such lender financing. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

15.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

15.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the federal WARN Act relating to the Project or the Chapter, the Developer shall, in addition to the notice required under

the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

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

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


15.22 Business Relationships That Create Financial Interests. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 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 that creates a financial interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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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.

THE AMERICAN NATIONAL RED CROSS

By: 
Name: Mary Elizabeth Cisneros
Its: VP & Deputy General Counsel

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

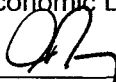
By: _____
Andrew J. Mooney
Commissioner

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.

THE AMERICAN NATIONAL RED CROSS

By: _____
Name: _____
Its: _____


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

By:  _____
Andrew J. Mooney
Commissioner

DISTRICT OF COLUMBIA
STATE OF ILLINOIS)
CITY OF WASHINGTON)
COUNTY OF COOK)

I, RENEE M. SEAGER, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARY ELIZABETH CISNEROS, personally known to me to be the VP & DEPUTY GENERAL COUNSEL of the American National Red Cross, a Federally chartered corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10TH day of APRIL, 2013



Notary Public

RENEE M. SEAGER
NOTARY PUBLIC DISTRICT OF COLUMBIA

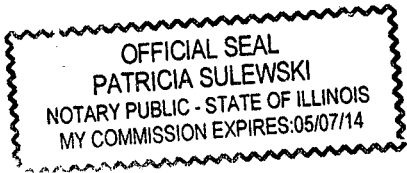
My Commission Expires APRIL 30, 2013



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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

GIVEN under my hand and official seal this 12th day of APRIL, 2013.



Patricia Sulewski
Notary Public

My Commission Expires 5/7/14

Exhibit A
Legal Description of the Area
(see attached)

[Exhibit "C" referred to in this ordinance printed on page 61400 of this Journal.]

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

Exhibit "A".

Legal Description

A tract of land comprised of parts of the northeast, northwest, southwest and southeast quarters of Section 13 and the northeast and southeast quarters of Section 24, both in Township 39 North, Range 13 East of the Third Principal Meridian, together with parts of the northwest, southwest and southeast quarters of Section 18, parts of the northeast, northwest, southeast and southwest quarters of Section 19, part of the southwest quarter of Section 17 and parts of the northwest and southwest quarters of Section 20, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

beginning at the intersection of the eastward extension of the present north line of Roosevelt Road, as located in Block 18 of the Assessor's Division of the east half of the southeast quarter of Section 18 aforesaid with the northward extension of the present east line of said Ashland Avenue in Section 20 aforesaid; thence south along said northward extension, passing into said Section 20, and along said east line and said east line extended south, crossing the 16 foot wide east/west alley in the north part of Block 4 in Sampson and Greene's Subdivision of certain blocks in Sampson and Greene's Addition to Chicago, West Washburne Avenue, the 16 foot wide east/west alley in the south part of said Block 4, West 13th Street, the 16 foot wide east/west alley south of and adjoining Lot 5 in the subdivision of Lots 19 to 24 in Block 5 of Sampson and Greene's Addition, West Hastings Street, West 14th Street, West 14th Place, West 15th Street, the vacated 16 foot wide east/west alley in the north part of Block 13 in said Sampson and Greene's Subdivision, vacated West 15th Place, the vacated 16 foot wide east/west alley in the south part of said Block 13, and West 16th Street, to an intersection with the eastward extension of the south line of said West 16th Street as located in Section 19 aforesaid; thence west along said eastward extension, passing into said Section 19, and along said south line and said south line extended west, crossing South Ashland Avenue, South Marshfield Avenue,

South Paulina Street, the 10 foot wide north/south private alleys in Kaspar's Subdivision of Lots 1 to 25, inclusive, in Block 34 in the subdivision of said Section 19, to the east line of South Wood Street; thence south along said east line, and along said east line extended south, to an intersection with the eastward extension of the south line of the 16 foot wide east/west alley in the Newberry Estate Subdivision of Block 35 in the subdivision of Section 19 aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing South Wood Street and South Wolcott Avenue, to the east line of a 16 foot wide north/south alley in the Newberry Estate Subdivision of Block 36 in the subdivision of Section 19; thence south along said east line, and said east line extended south, to the south line of West 17th Street; thence west along said south line to the east line of South Damen Avenue; thence west, crossing said avenue, to the intersection of the west line of said South Damen Avenue with the south line of West 17th Street in Block 37 in the division of Section 19 aforesaid; thence west along said south line and along said south line extended west, crossing South Hoyne Avenue, to the west line of said avenue; thence north along said west line to the northeast corner of Lot 35 in Evans' Subdivision of part of the south half of Block 38 in the division of Section 19; thence west along said north line to the east line of a 16 foot wide (partially vacated) north/south alley; thence south along said east line to an intersection with the eastward extension of the south line of a 15 foot wide east/west alley north of and adjacent to the north line of Lot 34 of Evans' Subdivision aforesaid; thence west along said eastward extension and along said south line and said south line extended west, crossing South Hamilton Avenue (partially vacated) and the vacated 16 foot wide north/south alley east of and adjacent to Lots 23 through 26 in said Evans' Subdivision, to the east line of South Leavitt Street (partially vacated); thence south along said east line, crossing the 16 foot wide east/west alley in said Evans' Subdivision, to an intersection with the eastward extension of the south line of West 18th Street; thence west along said eastward extension and along said south line and said south line extended west, crossing said South Leavitt Street and South Oakley Avenue, to the northwest corner of Lot 19 in Block 3 of Johnston's Subdivision of the north half of the west half of the southwest quarter of Section 19 aforesaid; thence south along the west line of said lot to an intersection with the southeasterly line of West 18th Street; thence southwesterly along said southeasterly line to the present east line of South Western Avenue; thence south along said east line, and along said east line extended south, crossing the 16 foot wide east/west alley in Block 3 of Johnston's Subdivision aforesaid, West 18th Place, the 16 foot wide east/west alley in Block 4 of said Johnston's Subdivision, West 19th Street, West Cullerton Street and West 21st Street, to an intersection with the eastward extension of the south line of West 21st Street in Section 24 aforesaid; thence west along said eastward extension, and along said south line and along said south line extended west,

crossing South Western Avenue and passing into said Section 24, and crossing the 16 foot wide north/south alley in Block 13 of the subdivision of Blocks 10, 11, 12, 13, 14 and 15 in Walker's Douglas Park Addition to Section 24 aforesaid, a north/south railroad right-of-way and South Rockwell Street, to an intersection with the southward extension of the west line of said street; thence north along said southward extension, and along said west line and said west line extended north, crossing West 21st Street, the 16 foot wide east/west alley in the south part of Block 10 of said Douglas Park Addition and West Cullerton Street, to the south line of the 16 foot wide east/west alley in the north part of said block; thence west along said south line to the east line of South Washtenaw Avenue; thence south along said east line to an intersection with the eastward extension of the south line of Lot 44 in Block 6 of McMahon's Subdivision of the west half of the west half of the southeast quarter of Section 24 aforesaid; thence west along said eastward extension and along said south line to the east line of the 16 foot wide north/south alley in said Block 6; thence south along said east line and along said east line extended south, crossing West 21st Street aforesaid, to an intersection with the eastward extension of the south line of West 21st Street, aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing the 16 foot wide north/south alley in Block 7 of McMahon's Subdivision aforesaid, South Fairfield Avenue, the 16 foot wide north/south alley in Block 8 of said subdivision, and South California Avenue, to an intersection with the southward extension of the west line of said avenue; thence north along said west line and said west line extended north, crossing West 21st Street, the 16 foot wide east/west alley in Block 10 of the subdivision of Blocks 10 to 15 in Walker's Douglas Addition aforesaid, the Burlington Northern Railroad Company right-of-way and West 18th Place, to an intersection with the westward extension of the north line of West 19th Street in Block 4 of McMahon's Subdivision aforesaid; thence east along the westward extension and along said north line and said north line extended east, crossing South California Avenue and the 16 foot wide north/south alley in said Block 4 to the east line of said alley; thence northeasterly along the northwesterly line of said West 19th Street, crossing South Fairfield Avenue and the 16 foot wide north/south alley in Block 3 of McMahon's Subdivision aforesaid, to the west line of South Washtenaw Avenue; thence north along said west line, and said west line extended north, crossing the 16 foot wide east/west alley in said Block 3, West 18th Street, the 16 foot wide east/west alleys in Block 2 of said McMahon's Subdivision, West 16th Street and West 15th Place, to an intersection with the westward extension of the present north line of said West 15th Place; thence east along said westward extension and along said north line to the east line of Lot 7 in S. B. Mills' Addition to Chicago, being a subdivision of certain lots in Carson's Subdivision and Pope's Subdivision in Section 24 aforesaid; thence north along said east line, and along the northward extension of said east

line to the north line of a 16 foot wide east/west alley lying north of and adjacent to said S. B. Mills' Subdivision; thence west along said north line to the west line of Lot 11 in said Carson's Subdivision; thence north along said west line, and said west line extended north, crossing West 15th Street, to the north line of said street; thence east along said north line to the west line of South Rockwell Street; thence north along said west line, and said west line extended north, crossing West 14th Place, the 16 foot wide east/west alley in Radnor and Lehmann's Subdivision of Lots 1 and 2 in Block 5 in Cook and Anderson's Subdivision in Section 24 aforesaid, Ogden Avenue as widened, and the 16 foot wide southwest/northeast alley in the subdivision of lots in Blocks 3, 4 and 5 in Cook and Anderson's Subdivision aforesaid, to the south line of West 13th Street; thence west along said south line and along said south line extended west, crossing the 16 foot wide north/south alley in the subdivision of Lot 24 in Block 1 of Cook and Anderson's Subdivision aforesaid, and South Talman Avenue, to the west line of said avenue; thence north along said west line, and said west line extended north, crossing West 12th Place, to an intersection with the north line of said 12th Place; thence east along said north line to the west line of South Talman Avenue; thence north along said west line, and said west line extended north, crossing the 16 foot wide east/west alley in the subdivision of Lots 6,7,8,9 and 10 in Block 1 of Cook and Anderson's Subdivision aforesaid, to the south line of West Roosevelt Road; thence west along said south line and along said south line extended west, crossing South Washtenaw Avenue, South Fairfield Avenue and South California Boulevard, passing into Section 13 aforesaid, to an intersection with the southward extension of the west line of said South California Boulevard as located in said Section 13; thence north along said southward extension, and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in Block 1 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G.W. Clarke's Subdivision, West Fillmore Street, Railroad lands in Block 2 of Charles H. Kehl's Subdivision of Blocks 17, 18, 23 and 24 of said G.W. Clarke's Subdivision, West Taylor Street, West Arthington Street, West Polk Street, West Lexington Street, West Flournoy Street, and the 16 foot wide east/west alley in Block 1 of Forsythe, Spear and Wallace's Subdivision of Blocks 1, 3 and 8 of G.W. Clarke's Subdivision aforesaid, to the south line of West Harrison Street; thence west along said south line to an intersection with the southward extension of the west line of the 18 foot wide north/south alley in James V. Borden's Resubdivision of Block 6 and Lots 1 to 24 of Block 1 of Reed's Subdivision; thence north along said southward extension and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in said Borden's Subdivision and West Congress Parkway, to a point on the westward extension of the north line of said parkway; thence east along said westward extension, and along said north line and said north line extended east, crossing South California Avenue, vacated South

Washtenaw Avenue and vacated South Talman Avenue to the west right-of-way line of the Union Pacific Railroad Company; thence south along said west right-of-way line, and along said west line extended south, to the centerline of West Harrison Street; thence east along said centerline to an intersection with the southward extension of the east right-of-way line of the Union Pacific Railroad Company; thence north along said southward extension, and along said east line, to the aforementioned north line of West Congress Parkway; thence east along said north line, and along said north line extended east, crossing vacated South Maplewood Avenue, vacated South Campbell Avenue, and South Western Avenue, passing into Section 18 aforesaid, to the east line of said Western Avenue; thence north along said east line to the northwest corner of Lot 19 in Block 2 in the subdivision of Lots 1 to 12, inclusive, of Block 12 of Rockwell's Addition to Chicago; thence east along the north line of said Lot 19, and along said north line extended east, crossing the 16 foot wide north/south alley in said block, to the east line of said alley; thence south along said east line to the north line of the 16 foot wide east/west alley in said Block 2; thence east along said north line and along said north line extended east, crossing South Claremont Avenue, the 16 foot wide north/south alley in Block 1 of the aforementioned subdivision of Lots 1 to 12, and South Oakley Avenue to the east line of said avenue; thence south along said east line and along said east line extended south, to the north line of West Harrison Street; thence east along said north line, and along said north line extended east, crossing vacated South Bell Avenue, to the west line of the vacated 16 foot wide north/south alley in the subdivision of Lot 13 in Block 12 of Rockwell's Addition to Chicago; thence north along said west line and along said west line extended north, crossing the vacated 16 foot wide east/west alley in said block, to an intersection with the westward extension of the north line of Lot 1 in Thompson's Subdivision of Lots 19 and 20 and the south 14 feet of Lot 18 in Block 2 in Young's Subdivision in Section 18 aforesaid; thence east along said westward extension, crossing said vacated alley and South Leavitt Street to the east line of said street; thence south along said east line and said east line extended south, crossing West Harrison Street to an intersection with the south line of said street; thence west along said south line to the east line of said South Leavitt Street; thence south along said east line, and said east line extended south, crossing the vacated 16 foot wide east/west alley in Block 2 of Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago in Section 18 aforesaid, to the north line of West Flournoy Street; thence east along said north line and along said north line extended east, crossing South Hoyne Avenue, to an intersection with the northward extension of the east line of said avenue; thence south along said northward extension and along said east line and said east line extended south, crossing West Polk Street, to the south line of said street; thence west along said south line, and along said south line extended west, crossing the 16 foot wide

southwest/northeast alley in Block 8 of the Flourney's Resubdivision aforesaid, West Bowler Street, the 16 foot wide southwest/northeast alley in Block 7 of said resubdivision, and South Leavitt Street, to an intersection with the southward extension of the west line of South Leavitt Street; thence north along said southward extension, and along said west line and said west line extended north, crossing West Polk Street and the vacated 16 foot wide alley south of and adjacent to F.W. and J.L. Campbell's Subdivision of Block 2 in Morris and Others Subdivision, to the south line of West Campbell Park Drive; thence west along said south line and said south line extended west, crossing South Oakley Boulevard, to the west line of said boulevard; thence north along said west line, and along said west line extended north, crossing West Flourney Street, to the south line of an 18 foot wide east/west alley north of and adjacent to the north line of Lot 1 in the subdivision of the north 75 feet of Lots 47, 48, 49, 50 and part of 51 in Block 16 of Morris and Others Subdivision aforesaid; thence west along the south line of said alley, and along said south line extended west, to the east line of South Western Avenue; thence south along said east line to the intersection of said east line with the eastward extension of the south line of Lot 5 in the Spafford and Fox Subdivision of the northeast quarter of the northeast quarter of the southeast quarter of Section 13 aforesaid; thence west along said eastward extension, crossing South Western Avenue and passing into said Section 13, and along said south line, to the southwest corner of said Lot 5; thence westerly, to an angle point in the north line of Lot 58 in the Spafford and Fox Subdivision aforesaid; thence west along the north line of said lot (said north line being also the south line of a 16 foot wide east/west alley), and along said north line extended west, crossing a vacated 10 foot wide north/south private alley, and South Campbell Avenue, to the east line of South Maplewood Avenue; thence south along said east line, and along said east line extended south, crossing West Flourney Street, the 15.5 foot wide east/west alley in Block 4 of Carter H. Harrison's Addition to Chicago, West Lexington Street, and the 15.5 foot wide east/west alley in Block 5 of said subdivision, to the north line of West Polk Street; thence east along said north line, and said north line extended east, crossing South Campbell Avenue, to an intersection with the northward extension of the east line of said avenue; thence south along said northward extension, and along said east line and said east line extended south, crossing West Polk Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of the southeast quarter of the northeast quarter of the southeast quarter of Section 13 aforesaid, West Arthington Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 1 of said S.W. Rowson's Subdivision, West Taylor Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 2 in said S.W. Rowson's Subdivision, West Fillmore Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 3 of said S.W. Rowson's Subdivision, West Grenshaw Street, and the 16 foot wide east/west alley in S.W. Rowson's Subdivision of

Block 4 of said S.W. Rowson's Subdivision, to the north line of West Roosevelt Road; thence east along said north line, and along said north line extended east, crossing the 16 foot wide north/south alley in said subdivision of Block 4 and South Western Avenue, passing into Section 18 aforesaid, to an intersection with the southward extension of present east line of said avenue; thence north along said southward extension to the present north line of West Roosevelt Road; thence east along said north line to an angle point in said line, said point being in the south line of Lot 46 in the E.K. Douglass Subdivision of Block 9 in Morris and Others' Subdivision aforesaid; thence northeasterly to an intersection with the westward extension of the north line of West Roosevelt Road in the subdivision of Block 8 in said Morris and Others Subdivision; thence east along said westward extension, and along said north line and said north line extended east, crossing South Oakley Boulevard, West Ogden Avenue, vacated South Leavitt Street, South Hamilton Avenue, the vacated 10 foot north/south alley in the subdivision of Blocks 7 and 8, together with the east half of Block 6 in Tiernan's Subdivision, South Hoyne Avenue, the vacated north/south alley west of and adjoining South Damen Avenue, said South Damen Avenue, vacated South Winchester Avenue, South Wolcott Avenue, South Wood Street, South Hermitage Avenue, South Paulina Street, vacated South Marshfield Avenue and South Ashland Avenue, passing into Section 17 aforesaid, to the point of beginning, in Cook County, Illinois, containing 755 acres of land, more or less.

Exhibit "B".

Street Boundary Description Of The Area.

The street boundary description for the Western/Ogden Area is an area generally bounded by West Congress Parkway, West Harrison Street, West Polk Street and West Roosevelt Road on the north; South Ashland, South Campbell and South Western Avenues on the east; West 21st, West 18th and West 16th Streets on the south; and South California Avenue, South Talman Avenue, South Rockwell Street and South Washtenaw Avenue on the west.

Exhibit B Description of the Project

In 2004, the ARC's New Chicago Chapter and Disaster Operations Headquarters at the Rauner Center, 2200 West Harrison Avenue, was completed. It is a 4-story, 57,877 square feet, state-of-the-art, LEED Certified Building with green roof within the Illinois Medical District. The Rauner Center is the region's Emergency Operation Center ("EOC"), which serves as the disaster command center. Because the Helix Facility has special challenges, some operations were moved a few years ago to the Rauner Center. Some operations, such as the reference laboratory, are housed in Peoria.

As a part of the project, 3 of 4 floors of the Rauner Center will be significantly reconfigured, particularly facilities on the first and second floor to accommodate the addition of the blood services. The first floor will be primarily dedicated to blood distribution, collection and storage. It is optimal for this reconfiguration, as it is accessible to the loading dock area. These renovations also include a dedicated facility for Biomedical Distribution including expanded refrigeration equipment that allows for increased storage of the blood supply and related products.

The Rauner Center's EOC is the epicenter of our disaster relief work, will receive a technological refresh, along with a minor reconfiguration to accommodate more planning partners. The EOC is where disaster operations hold community meetings and partnership forums and, in the case of a disaster, is equipped with media and technology to assist in planning and response efforts.

The second floor renovations will include the new Reference Laboratory, thus eliminating the current need to source these tasks in Peoria, Illinois. These renovations will also accommodate the displaced office and functional requirements from the first floor (IT infrastructure, mailroom, training facilities and office space).

The third floor renovations include the addition of a conference room and work spaces to accommodate displaced functions from the first floor Blood Operations.

The Project shall be completed in accordance with the plans and specifications, copies of which have been provided to DHED and which are or shall be a part of the Construction Contract. There will be no changes to or work on the exterior of the Rauner Center as part of the Project.

Exhibit C
Legal Description of the Property

The South 13 feet 4 inches of Lot 61, and Lots 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72, inclusive, together with the East 1/2 of the vacated alley lying West of and adjoining said lots in the subdivision of Lot 13 of Rockwell's addition to Chicago, including the former subdivision of the 18 Sublots in the Southwest corner of said Lot 13 to the resubdivision of Sublots 10 to 14 of the said 18 Sublots in the West 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded September 6, 1875 as Document 47639, in Cook County, Illinois.

Permanent Index Numbers:

17-18-130-038-0000 Vol. 593
17-18-130-039-0000 Vol. 593
17-18-130-040-0000 Vol. 593
17-18-130-041-0000 Vol. 593
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17-18-130-045-0000 Vol. 593
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2200 West Harrison, CHICAGO, IL 60612

Exhibit D
Construction Requirements

A. Construction Contract. Upon DHED's request, the Developer must provide DHED with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DHED's request, a copy of any subcontracts.

B. Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

C. Employment Profile. Upon DHED's request, the Developer, the General Contractor and all subcontractors must submit to DHED statements of their respective employment profiles.

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

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

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

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

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

(4) Each Employer, in order to demonstrate compliance with the terms of this Paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(5) Each Employer shall include the foregoing provisions of subparagraphs (1) through (4) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(6) Failure to comply with the employment obligations described in this Paragraph E shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

F. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DHED, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Paragraph. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(1) 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 Paragraph G, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as Exhibit E-2 (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 24 percent by MBEs.
- ii. At least 4 percent by WBEs.

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

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

(4) Prior to the City's issuance of a Certificate, the Developer shall provide to DHED a final report describing its efforts to achieve compliance with this MBE/WBE commitment. Such report 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 DHED in determining the Developer's compliance with this MBE/WBE commitment. DHED has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(5) 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.

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

(7) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DHED with regard to the Developer's compliance with its obligations under this Paragraph G. During this meeting, the Developer shall demonstrate to DHED its plan to achieve its obligations under this Paragraph G, the sufficiency of which shall be approved by DHED. During the Project, the Developer shall, upon the request of the monitoring staff of DHED, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DHED, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

H. Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

I. Incorporation in Other Contracts. The general contract and each subcontract shall include a rider incorporating Paragraphs C, D, E(5) and H of this Exhibit D and the insurance requirements in Exhibit L. The general contract shall also incorporate in such rider Paragraphs F and G of this Exhibit D.

**Exhibit E-1
Project Budget
(see attached)**

Exhibit E-1
Project budget

| | Total Amount | Total Spent |
|---|--------------------|--------------------|
| Hard Costs | | |
| Demolition | \$24,000 | \$31,177 |
| 1st Floor Interior Renovation | \$586,000 | \$556,476 |
| 2nd Floor Interior Renovation | \$203,811 | \$233,801 |
| 3rd Floor Interior Renovation | \$28,000 | \$50,384 |
| Reference Lab | \$112,124 | \$0 |
| Common Area Refurbishment | \$119,076 | \$60,530 |
| Emergency Operations Center | \$25,000 | \$0 |
| Building Automation upgrades | \$15,000 | \$0 |
| Switch gear cleaning and maint. | \$6,500 | \$6,580 |
| Walkway Lighting | \$33,270 | \$0 |
| Painting | \$52,000 | \$51,897 |
| Power and Data | \$15,000 | \$10,160 |
| Total Hard Costs | \$1,219,781 | \$1,001,004 |
| Soft Costs | | |
| Arch. And Engineering | \$15,900 | \$15,591 |
| General Conditions | \$12,400 | \$0 |
| Contractor Fee | \$10,000 | \$0 |
| Design Fees | \$45,750 | \$45,750 |
| Employee and Vol. wellness | \$11,470 | \$11,472 |
| Total Soft Costs | \$95,520 | \$72,813 |
| Furniture, Fixtures, and Equipment | | |
| Reference Lab Equipment | \$130,000 | \$20,430 |
| IT Telephony | \$75,720 | \$49,551 |
| Audio Visual Equipment | \$32,000 | \$0 |
| Common Area Displays/Furniture | \$21,575 | \$9,810 |
| Hospital Services Packing Stations | \$10,000 | \$0 |
| Ice Machine | \$8,000 | \$4,785 |
| Office Cubicle Furniture | \$36,154 | \$8,567 |
| Security Camera Upgrade | \$28,430 | \$28,431 |
| Total FFE | \$341,879 | \$121,574 |
| Blood mobile | \$244,927 | \$244,639 |
| Project Total | \$1,902,107 | \$1,440,030 |

Exhibit E-2
MBE/WBE Project Budget

| | |
|----------------------------|------------------|
| Hard Costs of Construction | \$ 1,022,220 |
| <u>Soft Costs/Fees</u> | <u>\$ 15,900</u> |
| MBE/WBE Project Budget | \$ 1,038,120 |
| | |
| MBE Total at 24% | \$ 249,149 |
| WBE Total at 4% | \$ 41,525 |

Exhibit F
Permitted Liens

1. Liens or encumbrances against the Property:

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

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: None.

Exhibit G
Approved Prior Expenditures

SEE "TOTAL SPENT" COLUMN ON EXHIBIT E-1 FOR DETAIL

| | |
|-------|-------------|
| TOTAL | \$1,440,030 |
|-------|-------------|

Exhibit H
Requisition Form

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____ of the American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)) (the "Developer"), hereby certifies that with respect to that certain American National Red Cross Redevelopment Agreement between the Developer and the City of Chicago dated April 12, 2013 (the "Agreement"):

A. Expenditures (final cost) for the Project, in the total amount of \$ _____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$166,667

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

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

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

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

3. The number of FTEs currently employed at the Property is _____.

4. The Developer has maintained its operations within the City of Chicago and is operating the Property for the same use and at substantially the same capacity as described in the Developer's TIF application and/or the Redevelopment Agreement.

5. The financial statements for the Developer's most recently-concluded fiscal year are attached to this Requisition Form.

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

G. Attached hereto are copies of the front and back of the building permit for the work covered by the Project, and/or, if applicable, the certificate of occupancy for the Project. [ATTACH WITH FIRST REQUISITION FORM ONLY]

H. Attached hereto is a copy of the inspecting architect's confirmation of construction completion. [ATTACH WITH THE FIRST REQUISITION FORM ONLY, IF REQUESTED BY CITY.]

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

The American National Red Cross

By: _____
Name: _____
Title: _____

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

My commission expires: _____

Agreed and accepted:

Name: _____
Title: _____

City of Chicago
Department of Housing and Economic Development

Exhibit I
TIF-Funded Improvements

Costs of rehabilitation, reconstruction, or repair or remodeling
of existing public or private buildings. \$ 1,219,781

TOTAL \$ 1,219,781*

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.02 and shall not exceed \$500,000.

Exhibit J
[intentionally omitted]

Exhibit K
Opinion of Developer's Counsel

[Date of Closing]

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as general counsel to the American National Red Cross, a federally chartered not-for-profit (the "Developer"), in connection with the construction of certain facilities thereon located in the Western/Ogden Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) American National Red Cross Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City"); and
- (b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

- (a) the original or certified, conformed or photostatic copies of the Developer's (i) Federal Charter, as amended to date, which qualifies the American Red Cross to do business in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

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

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the United States of America, has full power and authority to own its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification.
2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery

and performance will not conflict with, or result in a breach of, the Federal Charter or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

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

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

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

6. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound which would materially affect Developer's ability to complete its obligations under the Agreement.

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

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

9. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other

governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

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

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

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

Very truly yours,

Mary Elizabeth Cisneros
Vice President and Deputy General Counsel
American Red Cross

April 12, 2013

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as special counsel to the American National Red Cross, a federally chartered not-for-profit corporation (the "Developer"), in connection with that certain American National Red Cross Redevelopment Agreement dated as of April 12, 2013 (the "Agreement") between the Developer and the City of Chicago (the "City") relative to the construction of certain facilities located in the Western/Ogden Redevelopment Project Area (the "Project").

In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission.

For purposes of this opinion letter, we have not reviewed any document other than the Agreement. In particular, we have not reviewed any document that is referred to in or incorporated by reference into the Agreement. We have assumed that there exists no provision in any document that we have not reviewed that bears upon or is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

In connection herewith, we have assumed that, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such documents, all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed, with your permission, that the Developer has been duly organized, formed or created, as the case may be, and is validly existing in good standing under the laws of the jurisdiction governing its organization, formation or creation, and is duly qualified or admitted to transact business in each other jurisdiction where the nature of the business conducted therein or the property owned or leased therein makes such qualification or admission necessary, with all requisite power and authority to execute, deliver and perform the Agreement, and (ii) the Agreement has been duly authorized, executed and delivered by the Developer.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. The Agreement constitutes the valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

2. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would, in a properly presented case, give effect to the choice of law contained in the Agreement and apply the law of the State of Illinois to the transactions evidenced thereby.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinions herein reflect only the application of applicable Illinois State law (excluding (i) all laws, rules and regulations of cities, counties and other political subdivisions of such State and (ii) the securities, blue sky, environmental, employee benefit, pension, antitrust and tax laws of such State, as to which we express no opinion). The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in factual matters, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) Our opinions contained herein are limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to:

(i) the enforceability of any provision in the Agreement purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of *forum non conveniens* or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of

process for any action that may be brought, (D) waive the right of the Developer or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive, or (F) modify or waive the rights to notice, legal defenses, statutes of limitations and statutes of repose (including the tolling of the same) or other benefits that cannot be waived under applicable law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Agreement which are violative of public policy underlying any law, rule or regulation (including any Federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions purporting to provide to the City the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Agreement whose terms are left open for later resolution by the parties.

We do not render any opinions except as set forth above. By your acceptance of this opinion letter, you agree that it may not be relied upon, circulated, quoted or otherwise referred to by any other person or for any other purpose without our prior written consent in each instance.

Very truly yours,

Exhibit L
Insurance Requirements

A. Developer

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

(1) Workers Compensation and Employers Liability - Mandatory Coverage

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

(2) Commercial General Liability (Primary and Umbrella) - Mandatory Coverage

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

(3) All Risk Property - Mandatory Coverage

All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis during the term of the Agreement.

B. Developer or Contractor

The Developer must provide and maintain, or caused to be provided by Contractor, the following insurance during the Construction phase of the Project work:

(1) Workers Compensation and Employers Liability - Mandatory Coverage

Same as (1) above, but with coverage limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella) - Mandatory Coverage

Same as (2) above.

(3) Automobile Liability (Primary and Umbrella) - Mandatory Coverage

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(4) Railroad Protective Liability - Specialized Coverage, As Applicable

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

(5) Builders Risk - Mandatory Coverage

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

(6) Professional Liability - Mandatory Coverage

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

(7) Valuable Papers - Mandatory Coverage

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

(8) Contractors Pollution Liability - Specialized Coverage, As Applicable

When any work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured.

C. ADDITIONAL REQUIREMENTS

The Developer must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute

agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.