

EXHIBIT 1

ADOPT A LANDMARK (AAL) AGREEMENT

(Attached)

ADOPT-A-LANDMARK FLOOR AREA BONUS AGREEMENT

This **ADOPT-A-LANDMARK FLOOR AREA BONUS AGREEMENT** ("Agreement") is made on or as of the _____ day of _____, 20__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development (together with any successor department thereto, the "Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, the **COMMISSION ON CHICAGO LANDMARKS** ("CCL"), having its principal offices at 121 North LaSalle Street, Room 1101, Chicago, Illinois 60602, and , **GREENSTONE UNITED METHODIST CHURCH**, an Illinois unincorporated association (the "Landmark Owner"), whose principal place of business is located at 11211 S. St. Lawrence Avenue, Chicago, Illinois 60628.

RECITALS

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance (the "Downtown Bonus Ordinance") authorizes the City to award floor area bonuses to projects located in "D" districts in return for a financial contribution to the City ("Bonus Payment"); and

WHEREAS, the Bonus Payment is deposited into three funds: (i) the Neighborhood Opportunity Fund, (ii) the Citywide Adopt-a-Landmark Fund (which receives 10% of each Bonus Payment), and (iii) the Local Impact Fund; and

WHEREAS, the purpose of the Citywide Adopt-a-Landmark Fund is to finance landmark restoration projects; and

WHEREAS, pursuant to Section 17-4-1006-C-4 of the Chicago Zoning Ordinance, the Department developed a list of funding priorities for the award of grants under the Citywide Adopt-a-Landmark Fund ("Funding Priorities"); and

WHEREAS, on May 27, 2021, the Department announced that it was accepting applications for landmark restoration projects; and

WHEREAS, the Department received seventeen (17) applications, five (5) of which were eliminated because they did not satisfy the eligibility criteria (for example, the subject building is not a designated landmark); and

WHEREAS, the Department evaluated the applications based on the Funding Priorities, and determined that the Landmark Owner's application was one of the applications that best satisfied the Funding Priorities; and

WHEREAS, by ordinance adopted on October 16, 1972, the City Council of the City (the "City Council") designated the South Pullman District as a Chicago Landmark and the Greenstone Church is a contributing building within the South Pullman District (administratively renamed the Pullman District in 1999) (the "Landmark Building") ; and

WHEREAS, the Landmark Building is located at 11211 S. St. Lawrence Avenue in Chicago (the "Landmark Property," as described on Exhibit A hereto); and

WHEREAS, the Landmark Building requires certain preservation work, as described in the scope of work ("Project Scope of Work") and budget ("Project Budget") attached hereto as part of Exhibit B (such work, the "Project"); and

WHEREAS, on May 8, 2025, the Commission on Chicago Landmarks ("CCL") approved the Project subject to the "Conditions of Approval" attached hereto as part of Exhibit B, and recommended the use of bonus funds for the Project (the "Project Resolution"); and

WHEREAS, the Project satisfies the requirements of Sec. 17-4-1006-C of the Chicago Zoning Ordinance with respect to authorized uses of the Citywide Adopt-a-Landmark Fund; and

WHEREAS, the Department wishes to award the Landmark Owner a grant in the amount of \$1205,193 from funds deposited in the Citywide Adopt-a-Landmark Fund (the "Grant Funds") to undertake the Project; and

WHEREAS, Landmark Owner desires to accept the Grant Funds and perform the Project in accordance with 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 agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND DEFINITIONS.

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

"Advance" shall have the meaning set forth in Section 4.5(a) below.

"Applicable Laws" means all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the CCL, as may be in effect from time to time, pertaining to or affecting the Landmark Building, the Landmark Property and the Project.

"Commissioner" means the Commissioner of the Department of Planning and Development.

"Construction Contract" is defined in Section 2.

"Escrow Agent" means _____.

"General Contractor" means Berglund Construction Company.

"Governmental Approvals" means all necessary building permits and other governmental approvals for the Project.

“Project Budget” means the budget for the Project attached hereto as part of Exhibit B.

“Project Construction Schedule” means the construction schedule attached hereto as Exhibit C.

SECTION 2. PERFORMANCE OF THE PROJECT.

2.1 Landmark Owner shall complete the Project in accordance with the terms and conditions of this Agreement, all Applicable Laws, the Project Scope of Work, the Project Budget and Conditions of Approval all attached hereto as Exhibit B. Landmark Owner shall timely pay any and all invoices for the performance of the Project.

2.2 No material deviation from the Project Scope of Work, Project Budget and Conditions of Approval may be made without the prior written consent of the Department.

2.3 Landmark Owner represents and warrants that General Contractor is the general contractor for the Project. Landmark Owner shall enter into a contract with the General Contractor for the Project (the “Construction Contract”) which provides for the completion of the work in accordance with the Project Construction Schedule. Landmark Owner may not modify or amend the Construction Contract (including, but not limited to, change orders) without the prior written consent of the Department, which consent is limited to minor modifications pursuant to the Project Resolution, if such modification or amendment would: (a) reduce the Project Scope of Work set forth in Exhibit B; or (b) materially delay the scheduled completion of the Project past the Project Construction Schedule. Notwithstanding the foregoing, Landmark Owner shall be permitted to allocate any contingency amounts contained in the Project Budget to various other line items in such budget.

2.4 In all contracts relating to the Project, the Landmark Owner shall require the General Contractor and any subcontractors to name the City as an additional insured on insurance coverages and to require the General Contractor and any subcontractors to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney’s fees arising out of or resulting from work on the Project by the General Contractor or the General Contractor’s subcontractors, suppliers, employees, or agents, except to the extent prohibited by applicable law.

2.5 Landmark Owner has engaged, to be paid out of the Project Budget at Landmark Owner’s sole cost and expense, an independent third-party inspecting architect or engineer, Edward I. Torrez, Principal, Arda Design_____ (the “Third-Party Architect/Engineer”), who or which is hereby approved by the Department, to ensure on behalf of the City that the Scope of Work is completed as scheduled. The Third-Party Architect/Engineer shall have extensive experience with historic rehabilitation projects and shall act on behalf of the Department to monitor the progress of the construction of the Project. The Third-Party Architect/Engineer and Landmark Owner shall enter into an agreement (the “Project Engineer Agreement”), satisfactory to the Department, which shall require the Third-Party Architect/Engineer or its agent to provide the following services for the Department at Landmark Owner’s sole cost and expense:

(a) inspection of all construction work performed by Landmark Owner and its General Contractor and any subcontractors, without causing unreasonable interference with or delays in construction, to assure the Department that the Project is being/has been constructed in compliance with the Project Scope of Work, the final working drawings and specifications for the Project and the terms and provisions of this Agreement;

(b) preparation of monthly field reports on progress of construction;

(c) review of all change orders to determine the construction feasibility of any change order with respect to the Project;

(d) review of all change orders to determine the financial impact of such change orders with respect to the Project Budget and the funds available in escrow or otherwise for the overall construction of the Project;

(e) determination of the adequacy of the funds in escrow or otherwise to pay for the Project; and

(f) providing a certification for the benefit of the City on the form attached hereto as Exhibit F that the construction of the Project complies with the Project Scope of Work and is substantially complete, subject only to the completion of punch list items (“Conditional Certificate”). The Third-Party Architect/Engineer shall notify the Department of any discrepancies between the Project Scope of Work and the actual construction of the Project. The Department’s receipt of the Conditional Certificate shall be a condition precedent to the final disbursement of the Grant Funds to Landmark Owner. A representative of the Department shall have the right, but not the obligation, to accompany the Third-Party Architect/Engineer during his or her inspection of the Project.

SECTION 3. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

Landmark Owner shall apply for all Governmental Approvals in accordance with the Project Construction Schedule, and covenants and agrees to pursue the Governmental Approvals in good faith and with all due diligence.

SECTION 4. PROJECT BUDGET.

4.1 The current estimate of the cost of the Project is \$1,205,193. The Landmark Owner has delivered to the Commissioner, and the Commissioner hereby approves, a detailed budget for the Project, which is attached hereto and incorporated herein as Exhibit E (the “Final Project Budget”), and which is materially consistent with the Project Budget approved by the CCL and attached hereto as part of Exhibit B. The Landmark Owner certifies that it has identified sources of funds (including the Grant Funds) sufficient to complete the Project. The Landmark Owner understands and agrees that the City will only contribute the Grant Funds to the Project and that all costs of completing the Project in excess of the Grant Funds shall be the sole responsibility of the Landmark Owner. If the Landmark Owner at any point does not have sufficient funds to complete the Project, the Landmark Owner shall so notify the City in writing, and the Landmark Owner may narrow the scope of the Project as agreed with the City in order to complete the Project.

4.2 If Landmark Owner completes the Project with Grant Funds still remaining in the Escrow Account (as defined in Section 4.5(a) below), the Landmark Owner shall have no claim to such remainder, and such remainder shall be returned to the City; provided, however, in the City's sole discretion, the Landmark Owner may submit plans and specifications for additional landmark work to the Commissioner for review and approval, and, if approved, shall perform such additional work to be funded in part by such remainder (pursuant to Section 4.5(a) below).

4.3 If requested by the City, the Landmark Owner shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

4.4 From the Effective Date through the date of the Certificate of Completion (as defined below) (such timeframe, the "Term of this Agreement"), the Landmark Owner shall not sell, transfer, convey or otherwise dispose of all or any portion of the Landmark Property or any interest therein, or otherwise effect or consent to a transfer, without the prior written consent of the City.

4.5 Escrow.

(a) Landmark Owner shall set up a joint order escrow account (the "Escrow Account") with the Escrow Agent for the City's deposit of the Grant Funds. The disbursement of funds from the Escrow Account shall be governed by a joint order escrow agreement among the City, the Landmark Owner, and the Escrow Agent, in substantially the form attached hereto as Exhibit G (the "Joint Order Escrow Agreement"). The Joint Order Escrow Agreement shall provide, among other things: first, that the Grant Funds and the Landmark Owner's escrowed funds, if any, shall be deposited in full upon opening of the Escrow Account; second, that the Grant Funds and the Landmark Owner's escrowed funds shall be disbursed pro-rata; and, third, that Landmark Owner shall deliver to Escrow Agent and the Third-Party Architect/Engineer from time to time, but not more than once per month, an AIA Application and Certificate for payment (each, a "Draw") completed by or on behalf of Landmark Owner (or other statement in a form reasonably satisfactory to the City) setting forth, among other things, the amount of the funds (such funds being referred to herein as an "Advance") requested in each instance and also including:

- (i) the hard and soft cost statements;
- (ii) a cost certification from the Contractor in a form reasonably satisfactory to the Third-Party Architect/Engineer regarding the work or materials covered by the Draw;
- (iii) full or conditional, as applicable, lien waivers from all contractors, subcontractors or suppliers who supplied materials or performed work covered by the Draw in form and substance reasonably satisfactory to the Third-Party Architect/Engineer; and
- (iv) proof of payment of soft costs covered by the previous Draw, in a form reasonably satisfactory to the Third-Party Architect/Engineer.

(b) The Third-Party Architect/Engineer shall review each Draw to confirm work included in such Draw is part of the Project.

(c) Draws must be received by the Third-Party Architect/Engineer at least fifteen (15) business days prior to the date of the requested disbursement of the Advance from the Escrow Account and, if approved, the Third-Party Architect/Engineer will provide written notice to the Escrow Agent to disburse an amount equal to the Advance from the Escrow Account pursuant to the Draw. The failure of the Third-Party Architect/Engineer to approve or disapprove a Draw request within fifteen (15) business days of submission by Landmark Owner shall be deemed a disapproval of such draw request.

(d) The Joint Order Escrow Agreement shall provide that an interim mechanic's lien endorsement to Landmark Owner's title insurance policy shall be issued with respect to each Draw.

SECTION 5. CONDITIONS TO CITY'S DISBURSEMENT OF GRANT FUNDS.

The obligation of the City to disburse the Grant Funds to the Landmark Owner is contingent upon each of the following conditions being satisfied as of the Effective Date, or on such other date as may be specified below, unless waived in writing by the Commissioner:

5.1 Escrow Account. Landmark Owner shall have established the Escrow Account, and the Joint Order Escrow Agreement shall be in full force and effect.

5.2 Governmental Approvals. Landmark Owner shall have obtained all Governmental Approvals.

5.3 Construction Contract. Landmark Owner shall have delivered, and the City shall have approved, a true and complete copy of the Construction Contract to the City.

5.4 Insurance. Landmark Owner shall have submitted to the City, and the City shall have approved, evidence of insurance required pursuant to Exhibit D.

5.5 Representations and Warranties. Each of the representations and warranties of Landmark Owner in this Agreement shall be true and correct.

5.6 Resolutions Authorizing Transaction. Landmark Owner shall have delivered to the City resolutions authorizing Landmark Owner to execute and deliver this Agreement, the Joint Order Escrow Agreement, and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement, and such other corporate authority and organizational documents as the City may reasonably request.

5.7 Proof of Financing. Not less than three (3) months after the Effective Date, Landmark Owner shall have submitted to the Department, and the Department shall have approved, proof reasonably acceptable to the Department that Landmark Owner has equity and/or lender financing in amounts adequate to complete the construction of the Project and satisfy its obligations under this Agreement.

5.8 Title. Landmark Owner shall have delivered to the Department a copy of the title insurance policy (or a title report) for the Property, showing Landmark Owner as the named insured (or as the owner of the Property).

5.9 Economic Disclosure Statement. Landmark Owner shall have delivered to the Department an Economic Disclosure Statement and Affidavit in the City's then current form, dated as of the Effective Date.

5.10 Debt and Scofflaw Check. Landmark Owner shall have submitted to the Department a completed "Principal Profile Form" in the City's then current form for any person holding a direct or indirect ownership interest of more than 7.5% Landmark Owner (or, if Landmark Owner is an unincorporated association, any person who is a director or trustee of Landmark Owner), and the City has confirmed that no such person either (a) has any outstanding debt to the City, or if there is any outstanding debt, that all such outstanding obligations have been satisfied, or (b) has been identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code.

If any of the conditions in this Section 5 have not been satisfied to the Department's reasonable satisfaction within the time periods provided for herein, or waived by the Department, the Department may, at its option, upon thirty (30) days' prior written notice to Landmark Owner, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period Landmark Owner satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by the Department in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 6. CITY'S RIGHT TO INSPECT LANDMARK PROPERTY.

During the Term of this Agreement, any duly authorized representative of the City shall have access to the Landmark Property at all reasonable times after notice to Landmark Owner for the purpose of determining whether Landmark Owner is constructing the Project in accordance with the terms of this Agreement.

SECTION 7. LIMITED APPLICABILITY.

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

SECTION 8. COMMENCEMENT AND COMPLETION OF PROJECT.

Subject to the receipt of all applicable Government Approvals, Landmark Owner shall complete the Project in accordance with the Project Construction Schedule. The Commissioner shall have discretion to extend any of the construction commencement and completion dates for good cause shown by issuing a written extension letter. Landmark Owner shall give written notice confirming the construction commencement date to the City within five (5) days after it commences the Project.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon the completion of the Project in accordance with this Agreement, Landmark Owner shall request from the Department a certificate of completion ("Certificate of Completion"). Such request shall include: a summary of the final Project costs, (iii) a then-current summary of Draws and Advances from the Escrow Account for the Project, (iv) photos of the completed Project, (v) copies of all permits, (vi) a letter from the architect of record certifying the Project Scope of Work is complete, and (vii) the Third-Party Architect/Engineer's Conditional Certificate pursuant to Section 2.5(f).

Within thirty (30) days after receipt of a written request for a Certificate of Completion, the Department shall provide Landmark Owner with either the Certificate of Completion or a written statement indicating in adequate detail how Landmark Owner has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary for Landmark Owner to take or perform in order to obtain the Certificate of Completion. If the Department requires additional measures or acts to assure compliance, Landmark Owner shall resubmit a written request for the Certificate of Completion upon compliance with the Department's response. The Certificate of Completion shall not constitute evidence that Landmark Owner has complied with any laws relating to the construction of the Project and shall not serve as any "guaranty" as to the quality of the construction.

The Department's issuance of the Certificate of Completion shall be a condition precedent to the final disbursement of the Grant Funds to Landmark Owner.

SECTION 10. PERFORMANCE AND BREACH.

10.1 Time of the Essence. Time is of the essence in Landmark Owner's performance of its obligations under this Agreement.

10.2 Permitted Delays. Landmark Owner shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond Landmark Owner's control, and without Landmark Owner's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if Landmark Owner, within thirty (30) days after the beginning of any such delay, submits to the Commissioner a written request for an extension. As referenced in Section 8, the Commissioner shall have discretion to extend any of

the construction commencement and completion dates for good cause shown and shall issue a written extension letter within ten (10) days of receipt of a request for extension.

10.3 Cure. If Landmark Owner defaults in the performance of its obligations under this Agreement, Landmark Owner shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary (in the sole determination of the Commissioner) to cure such default provided Landmark Owner promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project).

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

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

(b) Landmark Owner fails to commence or complete the Project in accordance with the Project Construction Schedule, or Landmark Owner abandons or substantially suspends construction of the Project.

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

10.5 City Remedies. If an Event of Default occurs and the default is not cured in the time period provided for in Section 10.3 above, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against Landmark Owner.

SECTION 11. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

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

SECTION 12. INDEMNIFICATION.

Landmark Owner agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses

(including, without limitation, reasonable attorneys' fees and court costs) (collectively, "Losses") suffered or incurred by the City arising from or in connection with: (a) the failure of Landmark Owner to perform its obligations under this Agreement; (b) the failure of Landmark Owner or any contractor or other agent, entity or individual acting under the control or at the request of Landmark Owner ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by Landmark Owner or any Agent of Landmark Owner; (d) the failure of Landmark Owner to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by Landmark Owner or any Agent of Landmark Owner on the Landmark Property prior to or after the Effective Date. This indemnification shall survive the expiration or any termination of this Agreement (regardless of the reason for such termination). Landmark Owner acknowledge that the requirements set forth in this Section 12 to indemnify, keep and save harmless and defend the City are apart from and not limited by the insurance requirements under Section 5.

SECTION 13. LANDMARK OWNER'S EMPLOYMENT OBLIGATIONS.

13.1 Landmark Owner agrees, and shall contractually obligate its contractors, subcontractors and any Affiliate (as defined in Section 17) of Landmark Owner (collectively, "Employers" and each individually, an "Employer") to agree, that with respect to the provision of services in connection with the Project:

(a) Neither Landmark Owner nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). Landmark Owner and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Landmark Owner and 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, Landmark Owner and each Employer, in all print solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

(c) Landmark Owner and each Employer shall include the foregoing provisions of subparagraphs (a) and (b) 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 Landmark Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(d) Failure to comply with the employment obligations described in this Section 13 shall be a basis for the City to pursue remedies under the provisions of Section 10.

13.2 City Resident Construction Worker Employment Requirement. Landmark Owner 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 (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, Landmark Owner, 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.

Landmark Owner 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 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.

Landmark Owner, 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 DPD 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.

Landmark Owner, the general contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Landmark Owner, 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 DPD, affidavits and other supporting documentation will be required of Landmark Owner, 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 Landmark Owner, 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 Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Landmark Owner has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. 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 Landmark Owner 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 Landmark Owner, the general contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Landmark Owner pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Landmark Owner 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.

Landmark Owner shall cause or require the provisions of this Section 13.2 to be included in all construction contracts and subcontracts related to the Project.

13.3 MBE/WBE Commitment. Landmark Owner agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, [and as qualified by, the provisions of this Section 13.3, during the course of the Project, at least the

following percentages of the MBE/WBE Budget (as set forth in Exhibit H attached hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six percent by WBEs.

(b) For purposes of this Section 13.3 only, Landmark Owner (and any party to whom a contract is let by Landmark Owner in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Landmark Owner in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Landmark Owner's MBE/WBE commitment may be achieved in part by Landmark Owner's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Landmark Owner) 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 Landmark Owner utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor), by subcontracting or causing the general contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to Landmark Owner's MBE/WBE commitment as described in this Section 13.3. In accordance with Section 2-92-730, Municipal Code, Landmark Owner shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) Landmark Owner shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Landmark Owner 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 the City's monitoring staff in determining Landmark Owner's compliance with this MBE/WBE commitment. Landmark Owner shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Landmark Owner, on five Business Days' notice, to allow the City to review Landmark Owner's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, Landmark Owner shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this

subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Landmark Owner's MBE/WBE commitment as described in this Section 13.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Landmark Owner shall be required to meet with the City's monitoring staff with regard to Landmark Owner's compliance with its obligations under this Section 13.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Landmark Owner shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 13.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Landmark Owner shall submit the documentation required by this Section 13.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Landmark Owner is not complying with its obligations under this Section 13.3, shall, upon the delivery of written notice to Landmark Owner, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Landmark Owner to halt the Project, (2) withhold any further payment of any City Funds to Landmark Owner or the general contractor, or (3) seek any other remedies against Landmark Owner available at law or in equity.

13.4 Prevailing Wage Rates. The Landmark Owner and its general contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor ("IDOL") 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 IDOL revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Landmark Owner shall provide the City with copies of all such contracts entered into by the Landmark Owner or its general contractor to evidence compliance with this Section 13.4.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

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

14.2 Representations and Warranties of Landmark Owner. To induce the City to execute this Agreement and perform its obligations hereunder, Landmark Owner hereby represents and

warrants to the City that as of the Effective Date the following shall be true and correct in all respects:

(a) Landmark Owner is an unincorporated association organized in accordance with the laws of the State of Illinois with full power and authority to perform the Project, and that the person signing this Agreement on behalf of Landmark Owner has the authority to do so.

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

(c) Landmark Owner's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under Landmark Owner's articles of incorporation or by-laws or any agreement to which Landmark Owner, or any Affiliate (as defined in Section 17), is a party or by which Landmark Owner, the Landmark Building, or the Landmark Property is bound.

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

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

14.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 14 or elsewhere in this Agreement are true as of the Effective Date and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 15. NOTICES.

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

If to the City:	City of Chicago
	Department of Planning and Development
	Historic Preservation Division

Bureau of Planning, Historic Preservation & Sustainability
121 North LaSalle Street, Room 905
Chicago, Illinois 60602
Attn: Dijana Cuvalo, Architect IV

With a copy to:

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

If to the CCL:

Commission on Chicago Landmarks
c/o City of Chicago
Department of Planning and Development
Historic Preservation Division
Bureau of Planning, Historic Preservation & Sustainability
121 North LaSalle Street, Room 905
Chicago, Illinois 60602
Attn: Dijana Cuvalo, Architect IV

If to Landmark Owner:

Greenstone United Methodist Church
11211 S. St. Lawrence Avenue
Chicago, Illinois 60628
Attn: _____

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 15 shall constitute delivery.

SECTION 16. BUSINESS RELATIONSHIPS.

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

Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Landmark Owner represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 17. PATRIOT ACT CERTIFICATION.

Landmark Owner represents and warrants that neither Landmark Owner nor any Affiliate (as defined below) of Landmark Owner is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 17, an "Affiliate" shall be deemed to be a person or entity related to Landmark Owner that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landmark Owner, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 18. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

18.1 Landmark Owner agrees that any person or entity who directly or indirectly has an ownership or beneficial interest in Landmark Owner of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners or Landmark Owner's contractors (i.e., any person or entity in direct contractual privity with Landmark Owner regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landmark Owner and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee (a) after execution of this Agreement by Landmark Owner, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

18.2 Landmark Owner represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Landmark Owner, or the date Landmark Owner approached

the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to her political fundraising committee.

18.3 Landmark Owner agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to her political fundraising committee.

18.4 Landmark Owner agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

18.5 Notwithstanding anything to the contrary contained herein, Landmark Owner agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 18 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract (defined below) and supersedes any inconsistent provision contained therein.

18.6 If Landmark Owner intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Effective Date, the City may elect to decline to close the transaction contemplated by this Agreement.

18.7 For purposes of this provision:

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

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

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

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

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

(ii) neither party is married; and

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

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

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

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

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

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

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

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

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

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

SECTION 19. MISCELLANEOUS.

The following general provisions govern this Agreement:

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

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

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

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

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

19.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions.

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

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

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

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

SECTION 20. COMPLIANCE WITH "WASTE" PROVISIONS.

Any duly authorized representative of the City shall have access to the Landmark Property at all reasonable times for the purpose of determining whether Landmark Owner is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, the "Waste Sections"). Landmark Owner's violation of the Waste Sections (including, but not limited to, Sections 7-28-390 Dumping on public way; 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge

tank or other discharge; 11-4-1450 Gas manufacturing residue; 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements), whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement and entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Landmark Owner's, its general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

SECTION 21. INSPECTOR GENERAL.

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

SECTION 22. 2014 CITY HIRING PLAN PROHIBITIONS.

22.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

22.2 Landmark Owner is aware that City policy prohibits City employees from directing any individual to apply for a position with Landmark Owner, either as an employee or as a subcontractor, and from directing Landmark Owner to hire an individual as an employee or as a subcontractor. Accordingly, Landmark Owner must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Landmark Owner under this Agreement are employees or subcontractors of Landmark Owner, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landmark Owner.

22.3 Landmark Owner will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

22.4 In the event of any communication to Landmark Owner by a City employee or City official in violation of Section 23.2 above, or advocating a violation of Section 23.3 above, Landmark Owner will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the Commissioner of the Department. Landmark Owner will also cooperate with any inquiries by OIG Hiring Oversight.

[Signature Page Follows]

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

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Ciere Boatright
Commissioner
Department of Planning and Development

COMMISSION ON CHICAGO LANDMARKS

By: _____
Ciere Boatright
Commissioner

**GREENSTONE UNITED METHODIST
CHURCH,**
an Illinois unincorporated association

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 20__.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ciere Boatright, a commissioner of the Commission on Chicago Landmarks, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said commission, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of Greenstone United Methodist Church, an Illinois unincorporated association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said unincorporated association, as her/his free and voluntary act and as the free and voluntary act and deed of said unincorporated association, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20____.

NOTARY PUBLIC