

## EXHIBIT D

### Form of Sixty-Fifth Amending Agreement

to

### **ADMINISTRATIVE SERVICES AGREEMENT**

This Sixty-Fifth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 209 South LaSalle Street, Suite 203, Chicago, IL 60604.

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

**WHEREAS**, by ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the Journal of Proceedings of the City Council for said dates at pages 8307 to 8344, inclusive, and pages 43877-43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

**WHEREAS**, the City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

**WHEREAS**, in multiple ordinances adopted by the City Council, the most recent of which was adopted on \_\_\_\_\_, 2025 and published in the Journal of Proceedings of the City Council for said date starting at page \_\_\_\_\_ (the "Sixty-Fifth Amending Ordinance"), the City Council authorized DPD to enter into agreements with SomerCor amending the First SomerCor Agreement and the Second SomerCor Agreement to make various changes to the administration of the SBIF Program; and

**WHEREAS**, the Sixty-Fifth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to allocate new funding to two existing areas and to allocate additional funding to 16 existing areas, and to amend some of the rules and requirements of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Sixty-Fifth Amending Agreement");

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

## **ARTICLE III**

### **AMENDMENTS TO SECOND SOMERCOR AGREEMENT**

1. The Second SomerCor Agreement, as amended, is further amended, as follows:
  - (a) Substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit C attached to the Sixty-Fifth Amending Ordinance.
  - (b) Section 4.8 of the Agreement is amended to update the insurance requirements and to increase the minimum liability insurance limits as set forth in Exhibit 3, attached and incorporated hereto.
  - (c) Section 4.11 of the Agreement is amended by deleting the existing text thereof and inserting the following:

“Section 4.11. Revised Special Rules Applicable to the LaSalle Central Area.

Notwithstanding anything to the contrary in this Agreement or the Program Rules, the parties agree that the following rules shall apply to the implementation of the Program in the LaSalle Central Area (the “Revised Special LaSalle Central Rules”), which Revised Special LaSalle Central Rules supersede any prior Special LaSalle Central Rules:

- (i) the Maximum Program Assistance shall be no greater than \$250,000 per Project and no greater than \$1,000,000 per Property.
- (ii) the Maximum Program Assistance may be increased by \$50,000 for an Applicant from a “Qualifying Low- or Moderate-Income Neighborhood” identified in Exhibit 9 of this Agreement that is opening an additional location in the LaSalle Central TIF.
- (iii) an Applicant is eligible for reimbursement of up to 90% of Eligible Costs incurred for the Project, in an amount not to exceed the Maximum Program Assistance.
- (iv) there shall be no limits on the Net Worth, Liquidity or Annual Sales for Applicants.

(v) only improvements (interior or exterior) on the ground floor of a building will be eligible for reimbursement.

(vi) Projects that expand above or below from the ground floor may be considered for funding in DPD's sole discretion.

(vii) for an Applicant that is the Property owner to be eligible for reimbursement, 100% of the building square footage subject of the SBIF grant must be leased and occupied subject to DPD's sole discretion.

(viii) no Property is eligible to receive Grant Funds under the Program if the Property has received (i) any Direct City Financial Assistance (as defined in the Program Rules) from the City for the Property within (3) years before the date of an application, (ii) any Direct City Financial Assistance currently being provided to such Property, or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract.

(ix) All other rules and requirements of the Program not in conflict with these Revised Special LaSalle Central Rules shall apply to all applications received for Grant Funds in the LaSalle Central Area."

(c) amend the text in Exhibit 5 thereof to provide new maximum amounts of funds for the New TIF Areas and the Existing TIF Areas as set forth in Exhibit 1 attached hereto and incorporated herein.

(d) substitute the following for each occurrence of "Two Hundred Ninety-Nine Million and Thirty-Five Thousand Dollars (\$299,035,000)" in Section 4.2 thereof:

"Three Hundred Sixteen Million and Two Hundred Thirty-Five Thousand Dollars (\$316,235,000)"

(e) All references to "Target Corridor" or "Target Corridors" in the Second SomerCor Agreement or the Program Rules, or as shown on maps and drawings related thereto, are hereby terminated for purposes of new applications and other new actions in connection with the Program.

(f) Exhibit 6 to the Second SomerCor Agreement, Application Intake and Processing Procedures, is revised and restated as set forth in Exhibit 4 attached hereto and incorporated herein.

Except as set forth herein, the Agreement is not amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, an opinion of counsel in substantially the form of Exhibit 2 attached hereto and

incorporated herein, and the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and SomerCor have executed this Agreement as of the date first set forth above.

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

By: \_\_\_\_\_  
Ciere Boatright, Commissioner

SOMERCOR 504, INC.

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

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

**EXHIBIT 1 to Sixty-Fifth Amending Agreement**

**New or Additional Funding**

**[see next page]**

| <b>Redevelopment<br/>Project Areas</b>   | <b>Funding Authorized<br/>By This Ordinance<br/>(\$)</b> | <b>Funding Authorized<br/>By Previous<br/>Ordinance (\$)</b> | <b>Funding Authorized<br/>By This Ordinance<br/>And Previous<br/>Ordinance Totals (\$)</b> |
|------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>111<sup>th</sup>/Kedzie</b>           | <b>\$500,000</b>                                         | <b>\$2,750,000</b>                                           | <b>\$3,250,000</b>                                                                         |
| <b>47<sup>th</sup>/Halsted</b>           | <b>\$1,500,000</b>                                       | <b>\$2,000,000</b>                                           | <b>\$3,500,000</b>                                                                         |
| <b>67<sup>th</sup>/Wentworth</b>         | <b>\$700,000</b>                                         | <b>\$2,625,000</b>                                           | <b>\$3,325,000</b>                                                                         |
| <b>95<sup>th</sup>/Western</b>           | <b>\$250,000</b>                                         | <b>\$1,050,000</b>                                           | <b>\$1,300,000</b>                                                                         |
| <b>Belmont/Central</b>                   | <b>\$1,000,000</b>                                       | <b>\$5,700,000</b>                                           | <b>\$6,700,000</b>                                                                         |
| <b>Central West</b>                      | <b>\$500,000</b>                                         | <b>\$1,000,000</b>                                           | <b>\$1,500,000</b>                                                                         |
| <b>Commercial Ave</b>                    | <b>\$1,250,000</b>                                       | <b>\$3,500,000</b>                                           | <b>\$4,750,000</b>                                                                         |
| <b>Elston Armstrong</b>                  | <b>\$1,000,000</b>                                       | <b>\$2,450,000</b>                                           | <b>\$3,450,000</b>                                                                         |
| <b>Ewing Ave</b>                         | <b>\$250,000</b>                                         | <b>\$1,800,000</b>                                           | <b>\$2,050,000</b>                                                                         |
| <b>Foster Edens</b>                      | <b>\$750,000</b>                                         | <b>\$0</b>                                                   | <b>\$750,000</b>                                                                           |
| <b>Fullerton/Milwaukee</b>               | <b>\$1,000,000</b>                                       | <b>\$9,700,000</b>                                           | <b>\$10,700,000</b>                                                                        |
| <b>Kennedy/Kimball</b>                   | <b>\$1,000,000</b>                                       | <b>\$1,500,000</b>                                           | <b>\$2,500,000</b>                                                                         |
| <b>Kinzie Industrial<br/>Corridor</b>    | <b>\$1,000,000</b>                                       | <b>\$16,000,000</b>                                          | <b>\$17,000,000</b>                                                                        |
| <b>Little Village East</b>               | <b>\$500,000</b>                                         | <b>\$0</b>                                                   | <b>\$500,000</b>                                                                           |
| <b>Northwest<br/>Industrial Corridor</b> | <b>\$2,000,000</b>                                       | <b>\$9,500,000</b>                                           | <b>\$11,500,000</b>                                                                        |
| <b>Pulaski</b>                           | <b>\$2,000,000</b>                                       | <b>\$5,000,000</b>                                           | <b>\$7,000,000</b>                                                                         |
| <b>Western/Ogden</b>                     | <b>\$1,500,000</b>                                       | <b>\$2,500,000</b>                                           | <b>\$4,000,000</b>                                                                         |
| <b>Western/Rock<br/>Island</b>           | <b>\$500,000</b>                                         | <b>\$2,450,000</b>                                           | <b>\$2,950,000</b>                                                                         |

## EXHIBIT 2 to Sixty-Fifth Amending Agreement

### Form of Counsel's Opinion

\_\_\_\_\_, 2025

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street  
Suite 1000  
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

- (i) an executed original of the Agreement;
- (ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");
- (iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "By-Laws"); and
- (iv) the Certificate of Good Standing dated \_\_\_\_\_, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, By-Laws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.
2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.
3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.
4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.
5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

- A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-Laws of SomerCor, (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or
  - B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.
6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as otherwise expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely \_\_\_\_\_.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,

## **EXHIBIT 3 to Sixty-Fifth Amending Agreement**

### **Insurance Requirements**

#### **4.8DPD [SomerCor 504, Inc. 05.20.2025] PRO SERV CONSULTING**

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

#### **A. INSURANCE REQUIRED FROM CONTRACTOR**

##### **1) Workers' Compensation and Employer's Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **\$1,000,000** each accident; **\$1,000,000** disease-policy limit and **\$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

##### **2) Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. The policy shall be written on an occurrence basis, with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 (current edition), or equivalent. This insurance shall include, but not be limited to, coverage for bodily injury, personal injury, and property damage liability (including loss of use), personal and advertising injury, products and completed operations, premises and operations liability, contractual liability, and subcontractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09 or equivalent), or the general aggregate limit shall be twice the required occurrence limit.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### 3) **Automobile Liability**

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **\$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### 4) **Umbrella or Excess Liability**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than **\$5,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

### 5) **Professional Liability**

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than **\$5,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions, and/or pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

### 6) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than **\$5,000,000** for cyber incident, and coverage must include the following:

- Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Contractor or any subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees,

assessments, and penalties where insurable by law;

- Liability for technological products and/or services provided by or created by Contractor, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Contractor;
- PCI fines, fees, penalties, and assessments;
- Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

## 7) **Blanket Crime**

Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

*Insurance coverages that begin with “when,” “if,” or “where,” are considered conditional, and it is the Contractor’s responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor’s continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is*

*provided to the City.*

## **8) Property**

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

## **9) Valuable Papers (when applicable)**

When any plans, designs, drawings, specifications, media, data, records, reports, and other 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.

## **B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI 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 COI are in compliance with all requirements of the Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance Required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Contractor must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Contractor, but these limits must be adequate to cover all potential liabilities. Should Contractor accept coverage limits from Subcontractor(s) less than those outlined in Section A, Contractor

shall be responsible for any gap in the required coverage limits in the event of a loss. Contractor shall determine if Subcontractor(s) must also provide any additional coverages. Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by the City, Contractor must provide to the City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

## EXHIBIT 4 to Sixty-Fifth Amending Agreement

### EXHIBIT 6

#### Amended and Restated Application Intake and Processing Procedures

(Note: the defined terms used herein may not correspond to the defined terms used in the Agreement)

(a) **Publicity and Application Acceptance.** SomerCor shall accept and process applications in the following manner, or as is otherwise determined by the City:

(i) SomerCor shall work with the City and other partners determined by the City to promote the SBIF program and make applications available within each eligible TIF Area (as such eligibility is determined by the City for a continuous period prior to the first day of the Acceptance Period (as defined below). SomerCor will make applications available on its website or at its office or by phone, mail or e-mail or at specified locations within the TIF Area as agreed to by DPD;

(ii) the application form shall be brief and shall request sufficient information from which SomerCor will be able to determine each applicant's initial eligibility for a Grant;

(iii) SomerCor shall begin accepting completed application forms on a date certain (which date shall be determined in cooperation with DPD and shall be made public) and shall stop receiving completed application forms 30 days later (the "Acceptance Period");

(iv) to be deemed an Application, each completed application must have been received by SomerCor at its office in the form required by ordinance by the close of business on the last day of the Acceptance Period; the City will not accept Applications.

(v) Applications shall be submitted to SomerCor through the City's on-line platform. DPD may accept applications in other formats at its sole discretion.

(vi) When accessing the online application platform, SomerCor is only authorized to access data related to the SBIF program. SomerCor shall not access data relating to other programs unless authorized to do so by the City of Chicago.

(vii) The City of Chicago retains all proprietary rights and the sole ownership of all data collected or generated in connection with the Small Business Improvement Fund program. This includes but is not limited to application information, project management data, financial disbursements, compliance monitoring, and any other data related to the SBIF program.

(b) **Stage 1 Applicant Eligibility Review.** Within ten days after the close of the Acceptance Period, SomerCor shall make a preliminary determination of the likelihood of Lottery Eligibility of each Application that was received during the Acceptance Period.

(i) **Lottery and Wait-Listing Procedure.** Each Lottery-Eligible Application shall be deemed to be requesting the amount requested on their application plus an additional 20% contingency.

Within ten days following the close of the Acceptance Period, SomerCor shall arithmetically determine whether there are more Lottery-Eligible Applications than the maximum amount of funds available for the TIF Area as set forth on Exhibit 5 of this Agreement. If the total number of Lottery-Eligible Applications does not exceed the maximum amount of funds available for the TIF Area, then all Lottery-Eligible Applications shall be deemed "Applications Selected for Review."

Within that same time period, if the total number of Lottery-Eligible Applications exceeds the maximum amount of funds available for the TIF Area, then SomerCor shall give each Lottery-Eligible Application a randomly-selected, unique number as generated by a computer process or by such other lottery method as may be approved by the City. The Lottery-Eligible Applications shall be placed in numerical order from the lowest assigned number to the highest, until the number of Applications is reached that does not exceed the maximum amount of funds available for the TIF Area. Those Applications are then deemed "Applications Selected for Review." All other Lottery-Eligible Applications are deemed "Wait-Listed Applications" and shall be wait-listed in numerical order from lowest to highest.

If an Application Selected for Review later is rejected for failure to comply with this Procedure or the Program, then the lowest-number Wait-Listed Application then available shall thereafter be deemed an Application Selected for Review.

If the amount of funds reserved by the total number of available Applications Selected for Review does not meet or exceed the maximum amount of funds available for the TIF Area, or the amount of actual Grant Funds paid for all Projects in the TIF Area does not meet or exceed the maximum amount of funds available for the TIF Area, then the City shall determine whether and how to open a new application acceptance round.

(ii) Within a ten-day period following the lottery, SomerCor shall, for each Application, commence the following, and shall substantially complete these steps within the Stage 1 Resolution Period (as defined below):

(A) obtain and review financial information regarding the applicant and its Project including, but not limited to, calculating the applicant's annual sales, net worth, liquidity and full-time job equivalence as needed and in a manner determined by SomerCor and approved by DPD;

(B) verify any other information presented in the Application including, but not limited to, determining whether the proposed Project is located within the applicable TIF Area and is consistent with the land use plan of the TIF Area, and determining whether the applicant meets the Eligible Applicant criteria set forth in the Agreement.

(C) obtain from the applicant proof of site control for the Property, including a deed or executed lease agreement.

Within that same ten-day time period, SomerCor shall mail or e-mail each applicant whose Application passes this preliminary determination a "Stage 1 Letter" that (i) clearly identifies all open issues concerning the applicant's Economic Disclosure Statement and Affidavit ("EDS"), applicant ownership issues, or other aspect of the Application; (ii) suggests ways the applicant can resolve those issues; (iii) offers to assist the applicant's resolution of the issues; and (iv) sets

a 20-day deadline ("Stage 1 Resolution Period") for resolving all issues mentioned in the Stage 1 letter.

Also, within that same time period, SomerCor shall mail or e-mail each applicant whose Application does not pass the preliminary determination a "Rejection IA Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

Each Application that fully resolves its Stage 1 Letter issues within the Stage 1 Resolution Period shall be deemed an "Eligible Application."

(c) **Stage 2 Project Eligibility Review.** Within 10 days following the determination of Eligible Application (whether determined by lottery or by arithmetic calculation that a lottery is not needed), SomerCor shall, for each Eligible Application, commence the following, and shall complete it within the Stage 2 Resolution Period (as defined below):

(i) obtain scofflaw and child support clearance from the City's Departments of Revenue and Consumer Services for all persons identified on the EDSs to verify that the Project will qualify.;

In addition, SomerCor shall perform an initial site visit prior to issuing a "Stage 3 Letter."

Within the same 10-day time period following determination of Eligible Applications, SomerCor shall send a "Stage 2 Letter" to each such applicant stating that:

(i) their Application has been deemed an Eligible Application;

(ii) SomerCor has begun the processing of their application as set forth in the paragraph above and that it will contact the applicant if scofflaw or child support clearance issues arise;

(iii) within the number of days required by ordinance from the date of the letter (the "Stage 2 Resolution Period"), the applicant must complete and provide to SomerCor's satisfaction all the bids, specifications, drawings and draft contracts with contractors regarding the Project;

(iv) the applicant should provide SomerCor copies of the preliminary general contractor or architectural plans early in the Stage 2 Resolution Period so that SomerCor can assist the applicant's completion of the bid, specifications and contracts requirement;

(v) if the applicant, following its best efforts to develop the Project as initially proposed, finds during the Stage 2 Resolution Period that the Project is impossible to complete as initially proposed, then applicant may apply to DPD for approval to revise the Project and, if approval is so granted, then applicant may revise the Project and conform the revised Project to all the requirements of subsection (iii) above;

(vi) Project work that is begun prior to receiving a Stage 3 Letter (as described below) shall not be reimbursed or paid for by the Grant; and

(vii) if all the information requested in the Stage 2 Letter is not completed and submitted to SomerCor in a form satisfactory to SomerCor (including the resolution of any scofflaw or child support clearance issues) by the close of the Stage 2 Resolution Period, then the Eligible Application will thereafter be automatically disqualified from further participation in the Program.

Within five days following the conclusion of each Eligible Application's Stage 2 Resolution Period, SomerCor shall determine whether the Eligible Application has fully resolved each Stage 2 Letter requirement within the Stage 2 Resolution Period. Each applicant that SomerCor finds to have fully resolved its Stage 2 Letter issues within the Stage 2 Resolution Period shall immediately thereafter be deemed a "Grant-Eligible Application."

SomerCor shall promptly mail or e-mail to each applicant whose Eligible Application fails to become a Grant-Eligible Application a "Rejection 2 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

**(d) Stage 3 Project Completion Period and Grant Amount Determination.** Within 10 days following the determination of a Grant-Eligible Application, SomerCor shall review each Grant-Eligible Application's final contract amount and determine the actual dollar amount of Grant Funds (i.e., half of the projected Eligible Costs) being requested (the "Net Grant Request"). SomerCor shall calculate the "Gross Grant Request" by adding ten percent to the Net Grant Request to allow for contingency. If the Gross Grant Request is less than the Maximum Program Assistance, then the Gross Grant Request shall be deemed the "Grant Amount." If the Gross Grant Request is equal to or greater than Maximum Program Assistance, then the "Grant Amount" shall be deemed to be Maximum Program Assistance permitted.

SomerCor shall then revise the dollar amount originally set aside or reserved for lottery purposes to equal the Grant Amount. Any amount set aside in excess of the Grant Amount shall be aggregated with other excess reserves from other Grant-Eligible Applications. SomerCor shall promptly contact the number of Wait-Listed Applications (in numerical order) that corresponds to the aggregate excess reserves (re-reserving the Maximum Program Assistance to each Wait-Listed Applicant) and deem each to be an Eligible Application. SomerCor shall pursue the procedures for each such Eligible Application set forth beginning at subsection (c) herein.

Within the same 10-day period, SomerCor shall, for each Grant-Eligible Application, send a "Stage 3 Letter" to each such applicant stating:

(i) that their Application is a Grant-Eligible Application;

(ii) the Grant Amount for which the applicant is eligible;

(iii) that Project costs incurred after the date of the Stage 3 Letter are grant-eligible provided the applicant and the Project meet all Program requirements (including that the applicant continues to meet the definition of Eligible Applicant as set forth in the Agreement;

(iv) that the Project must be completed (as determined by SomerCor and DPD) within time required by ordinance (the "Stage 3 Project Period") after the date of the Stage 3 Letter;

and

(v) SomerCor stands ready to help resolve any difficulties the applicant encounters in determining whether a proposed Project cost will be eligible under the Program guidelines.

(e) **Final Project Eligibility Determination and Grant Closing.** Following the close of the Stage 3 Project Period for each Grant-Eligible Application, SomerCor shall promptly determine whether the Grant-Eligible Application has fully complied with the Project work and all other requirements of the Program and the Stage 3 Letter within the Stage 3 Project Period.

If the Project fully complies except that the Eligible Costs actually incurred are less than were anticipated, then SomerCor shall recalculate the Grant Amount down from the Grant Amount set forth in the Stage 3 Letter and shall deem the revised amount the "Revised Grant Amount."

SomerCor shall then promptly notify each applicant whose Project fully complies with the Stage 3 Letter and all other Program requirements:

(i) that the Project fully complies with the Program requirements;

(ii) that SomerCor, on behalf of the City, will reimburse the Grant-Eligible Applicant the amount of \$XXXXX, which amount is equal to the lesser of the Grant Amount or the Revised Grant Amount;

(iii) of the need to set a closing date for the Grant;

(iv) of the list of documents that the applicant must provide SomerCor at the closing; and

(v) that the Grant Funds for the Project will be disbursed within four to six weeks following the closing.

SomerCor shall attempt to close each Grant within 30 days of the ending date of the Stage 3 Project Period.

For each Grant-Eligible Application that both SomerCor and DPD have made a final determination is no longer eligible for Grant Funds, SomerCor shall as soon as possible after such determination send the applicant a "Rejection 3 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.