



City of Chicago



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Meeting Date:	3/13/2019
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with After School Matters for use of property at 62-66 E Randolph St
Committee(s) Assignment:	Committee on Housing and Real Estate

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2019

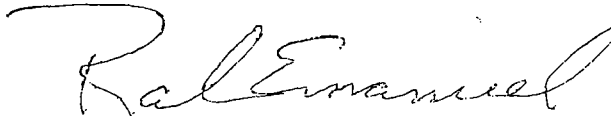
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink, reading "Rahm Emanuel". The signature is written in a cursive, flowing style with a large initial "R".

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago, as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with After School Matters ("ASM"), as tenant, for use of property located at 62-66 East Randolph Street, to be used for after school programming to children of Chicago and administrative, business or other uses incidental thereto in furtherance of ASM's 501(c)(3) mission; such Lease to be approved by the Commissioner of the Department of Fleet and Facility Management, and as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government (“**City**”) and After School Matters, an Illinois not-for-profit corporation (“**ASM**”).

RECITALS

WHEREAS, the City owns the real property located at 62-66 East Randolph Street in downtown Chicago, as legally described on Exhibit A attached hereto (the “**Land**”); and

WHEREAS, the Land is improved with two buildings: a 3-story building comprised of approximately _____ square feet at 62 E. Randolph and a 5-story building comprised of approximately _____ square feet at 66 E. Randolph (collectively, the “**Building(s)**,” and together with the Land, the “**Premises**”); and

WHEREAS, ASM, a 501 (c)(3) not-for-profit, seeks to provide Chicago public high school teens opportunities to explore and develop their talents, while gaining critical skills for work, college and beyond; and

WHEREAS, ASM has provided tens of thousands of world-class program opportunities in downtown Chicago since 1991 – first on Block 37, and since 1999, at the Premises – that teens from every Chicago community have experienced; and

WHEREAS the Premises, centrally located and accessible by every major public transit source, allow teens travelling from every part of the city to benefit, including the 10 top communities represented in downtown programs – South Shore, Austin, Chicago Lawn, Auburn Gresham, West Englewood, Grand Boulevard, Roseland, Ashburn, South Chicago and South Lawndale – neighborhoods whose young people deserve more resources and opportunities; and

WHEREAS, ASM, since its inception 27 years ago, has provided more than 350,000 total program opportunities, with a goal to provide 30,000 annual opportunities by 2022; and

WHEREAS, ASM provides teens with a safe and supportive experience during the most critical hours when violence traditionally peaks – evenings, weekends, and over the summer months – by connecting teens to more than 1,000 supportive adults, through 420 safe and accessible program sites (including as many as 79 Chicago Public Schools) located in 72 of Chicago’s 77 community areas; and

WHEREAS, ASM reaches Chicago teens who would benefit most from high-quality program opportunities, with 84% of its teens residing in high-poverty communities and 87% qualifying for free and reduced lunch; and

WHEREAS, ASM programs provide long-term societal benefits for ASM teens, including higher high school graduation rates and better performance on other academic metrics (such as

Freshmen-On-Track, high school attendance, college enrollment, and college persistence rates) than their peers who do not participate; and

WHEREAS, ASM invests in the city of Chicago and its communities by redistributing two-thirds of its annual budget directly to teens and over 1,000 instructors; and

WHEREAS, to demonstrate its on-going commitment to the city of Chicago, its teens and communities, ASM developed a world-class, 36,000-square-foot teen-dedicated facility – The Michael and Karyn Lutz Center for After School Matters – located at 3435 N. Cicero Avenue, and is partnering with the Chicago Park District to build a 22,000-square-foot teen-dedicated facility at Gately Park in the Pullman community; and

WHEREAS, the City acknowledges that the Premises are critical to the continuation of high-quality programs and world-class experiences for all city of Chicago teens; and

WHEREAS, ASM has committed to invest over \$1,000,000 in deferred maintenance and repairs to improve the Premises, and will assume approximately \$500,000 in annual operating costs for the Premises; and

WHEREAS, ASM desires to lease the Premises from the City, and the City desires to lease the Premises to ASM for the Permitted Use (as defined in Section 2 hereof) in accordance with the terms and conditions of this Lease; and

WHEREAS, the City Council of the City, pursuant to an ordinance adopted on _____, 2019, and published at pages _____ through _____ in the Journal of Proceedings of the City Council of such date (the “**Authorizing Ordinance**”), authorized the execution of this Lease.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS.

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

1.2. Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Lease:

Exhibit A	Legal Description of Land
Exhibit B	Description of Initial Capital Improvements
Exhibit C	City Requirements
Exhibit D	Insurance Requirements

SECTION 2. DEFINITIONS. When used in this Lease, or any Exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

“Alterations” means any improvements, alterations or additions to the Premises, including without limitation, the Initial Capital Improvements and any Subsequent Improvements.

“Authorizing Ordinance” is defined in the Recitals.

“Budget Year” is defined in Section 6.2.

“Building” is defined in the Recitals.

“Certified Construction Costs” is defined in Section 9.2.

“City” means the City of Chicago, as the City of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by the City may be taken for City by the Commissioner. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Chicago in this Lease shall be as landlord, and any benefits, obligations, or restrictions conferred or imposed by this Lease on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Chicago in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Chicago pursuant to federal, state, or local law.

“Claims” means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

“Commissioner” means the Commissioner of the Department, and any person designated by the Commissioner to act on behalf of the Commissioner.

“Department” means the City’s Department Fleet and Facility Management and any successor department thereto.

“EDS” is defined in Section 6.10.

“Environmental Laws” means any and all Laws relating to the regulation and protection of human health, safety, any Hazardous Materials, the environment or natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials

Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

“Extension Notice” is defined in Section 5.2.

“Extension Term” is defined in Section 5.2.

“Event of Default” is defined in Section 16.1.

“Hazardous Materials” means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a “hazardous substance,” “hazardous waste” or “solid waste,” or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

“Initial Capital Improvements” means those improvements to the Building identified in Exhibit B. The Initial Capital Improvements will be completed in phases between 2019 and 2022, as set forth in Exhibit B.

“Initial Term” is defined in Section 5.1.

“Land” is defined in the Recitals.

“Laws” means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

“Municipal Code” means the Municipal Code of the City of Chicago, as amended.

“Permitted Use” means programming and administrative, business or other uses incidental thereto in furtherance of ASM’s 501(c)(3) mission of providing Chicago public high school teens opportunities to explore and develop their talents, while gaining critical skills for work, college and beyond or for any other lawful purpose necessary for ASM to pursue its mission.

“Personal Property” means all of ASM’s furniture, furnishings, moveable trade fixtures, equipment, appliances and other personal property installed in the Premises.

"Premises" is defined in the Recitals.

"Subsequent Improvements" is defined in Section 9.2.

"Term" is defined in Section 5.2.

SECTION 3. LEASE OF PREMISES. The City hereby leases to ASM, and ASM hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Effective Date.

SECTION 4. RENT. The consideration for this Lease is: (a) rent in the amount of One Dollar (\$1.00) for the Term, (b) ASM's promise to make the Initial Capital Improvements, (c) ASM's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use, and (d) ASM's promise to abide by and fully comply with the other provisions and conditions of this Lease.

SECTION 5. TERM.

5.1 Initial Term. The initial term of this Lease ("**Initial Term**") is ten (10) years, commencing upon the Effective Date and expiring on the 10th anniversary of the Effective Date, unless sooner terminated or extended under the provisions of this Lease.

5.2 Extension Terms. The parties may mutually agree to extend the Initial Term for three (3) consecutive periods of five (5) years each (each, an "**Extension Term**," and collectively the "**Extension Terms**"), as follows: ASM shall give the Department written notice of its desire to extend the Initial Term or the first Extension Term, as the case may be ("**Extension Notice**") not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the first Extension Term, as applicable. The Department shall have thirty (30) days to either approve or deny the request to extend. If the Department does not respond within such 30-day period, the request shall be deemed denied. If the Department agrees to one or both extensions, each such Extension Term shall be upon the same terms and conditions as provided for in the Initial Term. If ASM does not deliver an Extension Notice within the time specified in this Section 5.2 or the Department denies the request to extend, ASM's option to extend shall terminate, and this Lease shall expire as of the end of the Initial Term or the first Extension Term, as the case may be. The word "**Term**" as used in this Lease shall mean the Initial Term and the Extension Terms, if ASM requests and the City approves such extensions, as provided herein. Notwithstanding the foregoing, ASM shall have no rights to extend under this Section 5.2 if an Event of Default exists on the expiration date of the Initial Term or the first Extension Term, as applicable, or on the date on which ASM gives its Extension Notice.

5.3 Early Termination. The City reserves the right at any time after the Initial Term to terminate this Lease upon prior written notice to ASM of at least 180 days. If the City terminates this Lease as provided in this Section 5.3, the City shall reimburse ASM for the unamortized portion of its Certified Construction Costs for the Initial Capital Improvements and any Subsequent Improvements, with amortization being calculated on a straight-line basis over (a) a period of

fifteen (15) years from the date of substantial completion for the Initial Capital Improvements, and (b) a mutually agreed upon amortization period in the case of any Subsequent Improvements, taking into account the time remaining in the Term, among other factors. The City shall reimburse ASM within 30 days following the date that ASM has vacated the Premises and performed all accrued obligations hereunder through the effective date of such termination. Notwithstanding the foregoing, the City shall have no obligation to reimburse ASM for the unamortized cost of the Initial Capital Improvements or any Subsequent Improvements unless ASM has provided the City with an itemized breakdown of final and total construction costs and otherwise complied with the requirements of Section 9.3. ASM specifically acknowledges that this termination provision is a material inducement to the City in entering into this Lease.

SECTION 6. USE OF PREMISES.

6.1 Permitted Use. The City grants ASM permission to use, operate and maintain the Premises for the Permitted Use, and for no other purpose.

6.2 ASM's Improvement Obligations. ASM shall complete the Initial Capital Improvements in accordance with Section 9 in phases, with each phase of improvements to be completed within the year budgeted for such improvements as set forth in Exhibit B (each of 2019 through 2022, a "Budget Year") ; provided, so long as ASM makes a good faith effort to diligently complete each phase of improvements within the applicable Budget Year, the City shall grant, upon ASM's request, ASM additional time as is reasonably required to complete the Initial Capital Improvements. Notwithstanding the foregoing, the City shall have no obligation to extend the time period for completion of each phase of the Initial Capital Improvements beyond July 1 of the year following the applicable Budget Year for such improvements as set forth in Exhibit B (for example, for improvements budgeted for 2019, the City shall have no obligation to extend the required completion date beyond July 1, 2020). The City shall provide no funds for the Initial Capital Improvements.

6.3 Compliance with Laws. ASM shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any applicable Laws.

6.4 Non-Discrimination. ASM agrees that ASM shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

6.5 Prohibited Uses. ASM shall not use the Premises in any manner that would (a) violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises, (b) constitute a public or private nuisance, (c) materially damage or waste the Premises, (d) give rise to a claim of adverse possession or usage by any third party, and (e) cause a fire or safety hazard or increase the rate of insurance on the Premises. ASM further covenants that the Premises shall not be used for any religious purposes, and that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises; provided, however, ASM may permit alcoholic beverages to be served on the

Premises at fundraising events, provided that ASM is responsible for seeing that all required liquor permits/licenses are obtained and for any fundraising event during which alcoholic beverages will be served.

6.1 Operating Permits and Licenses. ASM shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. ASM shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. ASM understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.2 Nonprofit Status. ASM shall retain its nonprofit status during the entire Term of this Lease.

6.3 Background Checks. ASM shall ensure that all youth on the Premises are adequately supervised, and that each employee and volunteer of ASM working on the Premises shall have passed ASM's background check if the individual has supervisory or disciplinary authority over any minor.

6.4 Hazardous Materials. ASM shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with other supplies ordinarily used in the operation of ASM's programs, so long as ASM's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by ASM for operations conducted on the Premises. ASM shall be solely responsible for any Hazardous Materials used, stored, disposed or otherwise released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

6.5 EDS Updates. Upon the City's request throughout the Term, ASM shall provide the City with any material updates to the information previously submitted in ASM's Economic Disclosure Statement ("EDS"). Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

6.6 Signage. ASM may not place any signage on the exterior of the Building without the Department's prior written approval.

6.7 Compliance with City Agreements. If the City and ASM enter into any agreements in the future governing funding of ASM's operations, or if any such agreements currently exist, ASM's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.8 Compliance with City Requirements. ASM covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in Exhibit C hereto.

SECTION 7. TAXES AND UTILITIES; NET LEASE.

7.1 Taxes. ASM acknowledges that the Premises are exempt from property taxes. ASM shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to ASM's use of the Premises. ASM shall notify the appropriate taxing body that ASM is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of ASM's occupancy. ASM shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. ASM shall pay such amounts and ASM shall provide City with proof of such payment within ten (10) days of such payment. ASM further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result ASM shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of ASM's use for at least one year after ASM vacates the Premises. ASM's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude ASM from contesting any charge or tax levied against the Premises. The failure of ASM to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. ASM's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

7.2 Utilities. Commencing on January 1, 2020, ASM shall pay when due all charges for gas, electricity, light, heat, water, sewage, power, telephone and all other utility and communications services, used in or supplied to the Premises, and shall contract for the same in its own name. The City shall assume no responsibility for payment of any utilities or other services provided to the Premises, and shall not be liable for any interruption or failure in the supply or character of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for ASM's intended use of the Premises. ASM will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The City, upon request of ASM, and at the sole expense and liability of ASM, will join with ASM in any application required for obtaining or continuing any such services. The provisions of this Section 7.2 shall survive the expiration or earlier termination of this Lease.

7.3 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, ASM shall pay any and all costs and expenses of any kind relating to the Premises or arising from ASM's use or operation of the Premises.

SECTION 8. CONDITION OF PREMISES. ASM acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Effective Date, made such inspections as it desires of the Premises and all factors relevant to its use. ASM accepts the risk that any inspection may not disclose all material matters affecting the Premises. ASM agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Effective

Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, geology, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. ASM acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. ASM agrees that it is ASM's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. ASM's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for ASM's intended purposes as of the date thereof.

SECTION 9. ALTERATIONS.

9.1 ASM shall not make any Alterations in or to the Premises without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion; provided, however, consent is not required for strictly cosmetic, non-structural improvements to the interior of the Premises costing less than \$25,000.00 in the aggregate in any twelve (12) month period during the Term. Prior to commencement of construction of any Alterations, ASM shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. ASM shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or material furnished therefor) in, on or about the Premises. During construction of the Alterations, ASM shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in Exhibit D attached hereto. All Alterations shall (a) be completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees, agents or contractors. Upon completion of any Alterations, ASM shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and CAD files.

9.2 Within sixty (60) days after the completion of the Initial Capital Improvements, or any subsequent Alterations approved by the City in accordance with this Section 9 that would be capitalized for federal income tax purposes ("**Subsequent Improvements**"), ASM shall furnish the City with a statement certified by an officer of ASM, subject to audit by the City, detailing the actual costs expended for the construction of the Initial Capital Improvements or the Subsequent Improvements, as the case may be, along with documentation of such expenditures, invoices, evidence of payment of such invoices, contractors' affidavits, full and final waivers of all liens for labor, services or materials, and any other documentation the City shall reasonably request. Upon approval by the City, the approved costs shall be deemed for all purposes of this Lease to be the "**Certified Construction Costs.**"

9.3 All Alterations (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings; and electrical wiring), except ASM's Personal Property, shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, ASM shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, ASM shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing.

SECTION 10. MAINTENANCE AND REPAIR.

10.1 ASM shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises in a state of good order, condition and repair and in compliance with all applicable Laws during the entire Term of this Lease. Without limiting the generality of the foregoing, ASM shall, at its sole expense:

- (a) make all structural and non-structural repairs, restorations and replacements to the exterior and interior of the Premises, including without limitation, the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, the roof, outer walls, windows, and the fixtures and appurtenances to the Premises as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations and replacements are the fault or not the fault of ASM, its agents, employees, invitees, visitors, or contractors;
- (b) promptly remove all accumulated snow, ice, litter and debris from any and all sidewalks abutting the Premises and entrances;
- (c) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;
- (d) at all times exercise due diligence in protecting the Premises against damage or destruction by fire and other causes;
- (e) provide all security for the Premises;
- (f) provide and pay for all custodial service, scavenger service, building maintenance and grounds maintenance for the Premises;
- (g) provide and pay for exterminator service whenever necessary;
- (h) provide and pay for heating and air conditioning to the Premises whenever heating and air conditioning are necessary for the comfortable occupancy of the Premises;
- (i) provide and maintain adequate first aid equipment to serve the potential needs of ASM's employees, invitees, visitors, agents and contractors in their use of the Premises;

(j) provide and maintain portable fire extinguishers of appropriate size, type, and distribution to adequately protect the Premises, smoke detectors, and carbon monoxide detectors; and

(k) perform preventive maintenance as is customarily performed by prudent property owners.

Notwithstanding the foregoing, the City will continue to provide and pay for custodial service, scavenger service, and routine maintenance for the Premises under Section 10.1 (f) and (h) above from the Effective Date through December 31, 2019, but shall have no responsibility or liability with respect to Section 10.1 (a)-(e), (g), and (i)-(k). Beginning on January 1, 2020, the City shall have no further maintenance responsibilities under Section 10.1(f) and (h).

10.2 Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises for the purpose of: (a) inspecting the Premises, provided that the City shall give ASM prior written notice of at least two (2) days (except in the case of emergency, where no notice is required), and (b) curing any failure by ASM to perform under this Lease. Whenever the City exercises its cure rights, ASM shall reimburse the City for all reasonable costs and expenses thereof, including, without limitation, reasonable attorney's fees, within fifteen (15) days after delivery of a written demand. If ASM fails to pay the City any sum within fifteen (15) days after written demand therefor, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. Nothing herein shall imply any duty on the part of the City to do any such work, and performance thereof by the City shall not constitute a waiver of ASM's default in failing to perform the same.

SECTION 11. ASSIGNMENT, SUBLEASE, AND LIENS.

11.1 Assignment and Sublease. ASM may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release ASM from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

11.2 ASM's Covenant against Liens and other Encumbrances. ASM shall not cause or permit any lien or encumbrance, whether created by act of ASM, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by ASM shall attach to ASM's interest only. In case of any such lien attaching, ASM shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which ASM appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, ASM shall immediately pay any judgment rendered against ASM, with all proper costs and charges, and shall have the lien released

and any judgment satisfied. If ASM fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 12. INSURANCE. At all times during the Term, ASM and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in Exhibit D hereto.

SECTION 13. INDEMNIFICATION. ASM agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including ASM's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising out of or incidental to ASM's performance or non-performance of this Lease, or the acts or omissions of ASM's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City of any Claims which the City believes to be covered hereunder, ASM shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving ASM of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 14. DAMAGE OR DESTRUCTION.

14.1 If the Premises are rendered substantially untenable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or ASM may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenable" includes any material adverse effect on the Premises and ASM's use thereof or access thereto, including the inability of ASM to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with ASM's use of the same.

14.2 If this Lease is not terminated pursuant to Section 14.1, then ASM shall proceed with all due diligence to repair and restore the Premises. If ASM fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to ASM, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the

reasonable control of ASM, the period for restoration, repair or rebuilding shall be extended for the amount of time ASM is so delayed. ASM shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to ASM to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 14.1, then the entire insurance award shall be paid to the City, except (a) ASM shall be paid for the unamortized portion of its Certified Construction Costs for the Initial Capital Improvements and any Subsequent Improvements at the time of the casualty, and (b) ASM shall receive the portion of the insurance proceeds payable with respect to ASM's personal property.

SECTION 15. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises, and the City shall be entitled to receive the entire award, except ASM shall be paid for the unamortized portion of its Certified Construction Costs for the Initial Capital Improvements and any Subsequent Improvements at the time of the taking.

SECTION 16. PERFORMANCE AND BREACH.

16.1 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

- (a) the failure of ASM to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of ASM under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the Permitted Use, failure to comply with the provisions of Exhibit C (City Requirements), or failure to maintain its nonprofit corporate status;
- (b) the making or furnishing by ASM of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;
- (c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;
- (d) the commencement of any proceedings in bankruptcy by or against ASM or for the liquidation or reorganization of ASM, or alleging that ASM is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of ASM's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving ASM; provided, however, that if such

commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for ASM, for any substantial part of ASM's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of ASM; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of ASM.

16.2 Cure. If ASM defaults in the performance of its obligations under this Lease, ASM shall have thirty (30) days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided ASM promptly commences such cure and thereafter continuously and diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

16.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 16.2 above, the City, in addition to any other rights and remedies available to it at law or in equity, shall have the right, without any further notice to ASM, to terminate this Lease. Upon termination of the Lease, ASM shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the requirements of this Lease with regard to termination, and ASM hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove ASM and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. ASM shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against ASM or any assignee, sublessee or other transferee.

16.4 Remedies Cumulative. All remedies contained in Section 16.3 shall be cumulative, and every remedy contained in Section 16.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

16.5 No Waiver. No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver by the City of any default of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other default, or as a waiver, acquiescence in or consent to any further or succeeding default of the same covenant. The

acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or ASM's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from ASM to the City.

SECTION 17. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that ASM, upon performance of the covenants herein contained, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 18. SURRENDER OF PREMISES.

18.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, ASM shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted. ASM shall, at its sole expense, within thirty (30) calendar days (or such longer period of time as shall be mutually agreed upon by the parties), remove from the Premises ASM's Personal Property, provided that ASM shall repair any damage to the Premises which may result from such removal. If ASM does not remove its Personal Property from the Premises as aforesaid, the City may, at its option, remove the same and deliver such property to any other place of business of ASM or warehouse the same and restore the Premises pursuant to the requirements of this Lease, or the City may treat such Personal Property as being conveyed to the City with this Lease as through a bill of sale, without further payment or credit by the City to ASM, and may be appropriated, sold, stored, destroyed, or otherwise disposed of by the City without notice to ASM or to any other person and without obligation to account for such property. ASM shall pay the cost of such removal, delivery, warehousing or other disposition of ASM's Personal Property, including without limitation, the cost of repairing any damage to the Premises, to the City on demand. ASM's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

18.2 Holding Over. ASM shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of ASM's Personal Property under Section 18.1. Any such holding over by ASM shall be construed to be a tenancy from month to month, and ASM shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof ASM retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, ASM shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City.

SECTION 19. MISCELLANEOUS.

19.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) electronic mail; (c) overnight courier with electronic tracking; or (d) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Fleet and Facility Management
Bureau of Asset Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to ASM: After School Matters
66 East Randolph Street
Chicago, Illinois 60601
Attn: Executive Director

With a copy to: Daley and Georges
20 South Clark, Suite 400
Chicago, Illinois 60603
Attn: Mara Georges

Any notice, request, demand or communication given pursuant to either clause (a) or clause (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, respectively, provided that such email transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, request, 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, request, 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, requests, 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 19.1 shall constitute delivery.

19.2 Amendments. This Lease may be amended only by a written instrument executed by the parties hereto.

19.3 Confirmation of Dates. Promptly after the occurrence of any date relevant to the parties' rights or obligations under this Lease, the parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

19.4 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

- (a) The term "including" or "include" means "including, but not limited to."
- (b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require.
- (c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.
- (d) Unless otherwise indicated, references to a section, schedule, or exhibit means a section, schedule, or exhibit of this Lease.

19.5 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

19.6 Covenants in Subcontracts. All obligations imposed on ASM under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by ASM to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

19.7 Cumulative Remedies. The rights and remedies provided for in this Lease are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to ASM for any consequential or special damages whatsoever related to this Lease.

19.8 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

19.9 Force Majeure. Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, such party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

19.10 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

19.11 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither party waives any right to seek a jury trial, if such right is available.

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

19.13 Limitation to Capacity as the Landlord. The parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or claims against the City in its capacity as the landlord hereunder, it being acknowledged that ASM's remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning claims against the City as a governmental authority.

19.14 No Agency or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereto or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either party any power, right or authority to bind or otherwise contractually obligate the other party.

19.15 No Waiver. No waiver by the City with respect to any specific default by ASM shall be deemed to be a waiver of the rights of the City with respect to any other defaults of ASM, 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. No waiver by ASM with respect to any specific default by the City shall be deemed to be a waiver of the rights of ASM with respect to any other defaults of the City, nor shall any forbearance by ASM 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 ASM be deemed to have waived any of its rights and remedies unless such waiver is in writing.

19.16 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

19.17 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

19.18 Recording. Either party may record this Lease or any amendment hereto in the Office of the Recorder of Deeds of Cook County, Illinois.

19.19 Rule of Construction Inapplicable. The parties to this Lease acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the parties. The parties to this Lease therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party shall not be employed in the interpretation of this Lease to favor either party against the other.

19.20 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.21 Successors and Assigns. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the parties hereto and the respective successors and permitted assigns of the parties hereto.

19.22 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

19.23 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the parties hereto, any rights or remedies hereunder.

19.24 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

19.25 Titles and Subtitles. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Commissioner

Department of Fleet and Facility Management

AFTER SCHOOL MATTERS, an Illinois not-for-profit corporation

By: _____

Print Name: _____

Title: _____

Approved as to form:

Deputy Corporation Counsel
Real Estate Division

EXHIBIT A

LEGAL DESCRIPTION OF LAND

LOT THREE (3) IN BOWEN BROTHERS' SUBDIVISION OF LOTS FOUR (4) TO SEVEN (7), INCLUSIVE, IN BOWEN AND MCKEY'S SUBDIVISION OF LOTS TWENTY-SIX (26) TO THIRTY-FOUR (34), INCLUSIVE (EXCEPT THE NORTH 40 FEET OF LOTS 31 TO 34) IN BLOCK TEN (10) IN FORT DEARBORN ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 62 EAST RANDOLPH
CHICAGO, ILLINOIS

PIN: 17-10-306-009-0000

LOT TWO (2) IN BOWEN BROTHERS' SUBDIVISION OF LOTS FOUR (4) TO SEVEN (7), INCLUSIVE, IN BOWEN AND MCKEY'S SUBDIVISION OF LOTS TWENTY-SIX (26) TO THIRTY-FOUR (34), INCLUSIVE (EXCEPT THE NORTH 40 FEET OF LOTS 31 TO 34) IN BLOCK TEN (10) IN FORT DEARBORN ADDITION TO THE CITY OF CHICAGO IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 66 EAST RANDOLPH
CHICAGO, ILLINOIS

PIN: 17-10-306-010-0000

EXHIBIT B

INITIAL CAPITAL IMPROVEMENTS

(ATTACHED)

Cost Category	Total Budgeted Amount	2019 (first 6 months)	Three-Year Budget		
			2020	2021	2022
SECTION A - BASE BUILDING / INFRASTRUCTURE:					
Site Improvements	\$ 11,500		\$ -	\$ 11,500	\$ -
Structural	\$ -		\$ -	\$ -	\$ -
Thermal & Moisture Protection	\$ 2,000		\$ -	\$ 2,000	\$ -
Roofs	\$ 295,500	\$ 240,000		\$ 5,500	\$ 50,000
Exterior and Facade	\$ 195,250		\$ -	\$ 195,250	\$ -
Vertical Transportation	\$ 390,000		\$ -	\$ 390,000	\$ -
Security	\$ 20,000		\$ -	\$ 20,000	\$ -
Building Automation	\$ 265,000		\$ -	\$ -	\$ 265,000
HVAC	\$ 61,500	\$ 28,500		\$ 18,000	\$ 15,000
Plumbing	\$ 43,000		\$ -	\$ 10,000	\$ 33,000
Fire & Life Safety	\$ 176,500		\$ 176,500	\$ -	\$ -
Electrical	\$ -		\$ -	\$ -	\$ -
Miscellaneous	\$ -		\$ -	\$ -	\$ -
TOTAL SECTION A - BASE BUILDING / INFRASTRUCTURE	\$ 1,460,250	\$ 268,500	\$ 176,500	\$ 652,250	\$ 363,000
CONTINGENCY 20% for Design and Engineering Fees					
GRAND TOTAL	\$ 1,745,300	\$ 268,500	\$ 176,500	\$ 652,250	\$ 363,000

Notes:

- 1) This capital and deferred maintenance budget is intended to capture major cost categories but is not exhaustive.
- 2) Additional items identified by the client or its consultants during due diligence may be added to the final budget summary.
- 3) Cost projections beyond two years should be adjusted for inflation.

EXHIBIT C

CITY REQUIREMENTS

1. Conflict of Interest and Governmental Ethics.

(a) Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty to Comply with Governmental Ethics Ordinance. The City and ASM shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships. ASM 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 such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code 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 Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. ASM hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification. ASM represents and warrants that neither ASM nor any Affiliate (as hereafter defined) thereof 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, an "Affiliate" shall be deemed to be a person or entity related to ASM that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with ASM, 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.

4. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. ASM agrees that ASM, any person or entity who directly or indirectly has an ownership or beneficial interest in ASM of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, ASM's contractors (i.e., any person or entity in direct contractual privity with ASM regarding the subject matter of this Lease) ("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 (ASM 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 his political fundraising committee (a) after execution of this Lease by ASM, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease 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.

ASM represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached ASM, or the date ASM approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

ASM 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 his political fundraising committee.

ASM 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.

Notwithstanding anything to the contrary contained herein, ASM agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, 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 Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If ASM intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

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 his political fundraising committee.

(b) “Other Contract” means any other agreement with the City to which ASM 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 ASMs.

(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.

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, ASM warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, ASM's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit ASM's, 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 Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect ASM's eligibility for future contract awards.

6. Failure to Maintain Eligibility to Do Business with the City. Failure by ASM or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. ASM shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

7. Cooperation with Office of Inspector General. It is the duty of ASM and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. ASM represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that ASM will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (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.

(b) ASM is aware that City policy prohibits City employees from directing any individual to apply for a position with ASM, either as an employee or as a subcontractor, and from directing ASM to hire any individual as an employee or as a subcontractor. Accordingly, ASM must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by ASM under

this Lease are employees or subcontractors of ASM, not employees of the City. This Lease 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 ASM.

(c) ASM will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, 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 Lease, 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.

(d) In the event of any communication to ASM by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, ASM 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 head of the relevant City department utilizing services provided under this Lease. ASM will also cooperate with any inquiries by OIG Hiring Oversight.

EXHIBIT D

INSURANCE REQUIREMENTS

ASM shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Lease and on any earlier date ASM or its contractors are permitted to enter onto the Premises, and until each and every obligation of ASM contained in this Lease has been fully performed (including any time period following the expiration or termination date if ASM is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois. For the purpose of this Exhibit E, the term "contractors" shall also include licensees occupying the Premises:

(a) Workers Compensation and Employers Liability Insurance. ASM shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers' compensation and employers' risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Lease. A waiver of subrogation in favor of City is required.

(b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability insurance, insuring against any and all liability of the City and ASM including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than \$5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by ASM of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 13 of this Lease. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability." The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, ASM shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) Liquor Liability. When applicable, ASM must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City of Chicago is to be named as an additional insured on a primary, non-contributory

basis for any liability arising directly or indirectly from this Lease or ASM's operations under this Lease.

(e) Coverage of the Premises. Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(f) All Risk Builders Risk Insurance. Before commencing any construction, including improvements, betterments or repairs, ASM shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Exhibit E. For the avoidance of doubt, ASM shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

Other Terms of Insurance.

(a) ASM will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. ASM shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of City to obtain certificates or other evidence of insurance from ASM shall not be deemed to be a waiver by the City. ASM shall advise all insurers of the provisions in this Lease regarding insurance. Non-conforming insurance shall not relieve ASM of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces

the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by ASM.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Lease, ASM hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to ASM or anyone claiming through or under ASM by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Lease, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. ASM will notify its insurers of this agreement. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that ASM is required or has elected to insure shall be subject to this waiver of subrogation.

(e) ASM expressly understands and agrees that any coverages and limits furnished by ASM shall in no way limit ASM's liabilities and responsibilities specified within this Lease or by law.

(f) ASM expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by ASM under this Lease.

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

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Lease to change the amounts and types of insurance required hereunder, provided that such modifications are commercially reasonable, effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving prior written notice to ASM of at least thirty (30) days.

(i) If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Lease, ASM shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in ASM's best judgment may diminish the protection such insurance affords the City. ASM shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

(g) ASM shall be responsible for all loss or damage to ASM's Personal Property (including but not limited to materials, equipment, tools and supplies).

(j) ASM's failure to procure or maintain required insurance shall constitute a material breach of this Lease under which the City may immediately terminate this Lease, or, at its discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from ASM. If the City elects to terminate this Lease, ASM agrees to promptly cease all operations and activities under this Lease and to peacefully surrender the Premises.

62-66 East Randolph Street

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

After School Matters, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party:

66 E. Randolph Street

Chicago, IL 60601-7504

C. Telephone: 312-702-8584 Fax: N/A Email: mischelle.causey-drake@afterschoolmatters.org

D. Name of contact person: Mischelle Causey-Drake

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Lease of city-owned property at 62 E. Randolph and 66 E. Randolph

G. Which City agency or department is requesting this EDS? Fleet & Facilities Management

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|---|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input checked="" type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- ☐ Yes ☐ No ☒ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See attached.	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (<u>indicate whether paid or estimated.</u>) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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Daley and Georges, Ltd.	20 S. Clark, #400, Chicago, IL	Attorney	\$2,000 (estimate)
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(Add sheets if necessary)

[] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes [] No ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[] Yes [] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

☒ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

After School Matters

(Print or type exact legal name of Disclosing Party)

By:

(Sign here)

Mischelle Causey-Drake

(Print or type name of person signing)

General Counsel

(Print or type title of person signing)

Signed and sworn to before me on (date) March 6, 2019,

at Cook County, Illinois (state).

Sofia De Lira

Notary Public

Commission expires: November 21, 2019



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[] Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☐ No

☒ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

City of Chicago
Economic Disclosure Statement and Affidavit

After School Matters, Inc.

Section II – Disclosure of Ownership Interests, B. 1.

Name	Title
Mary Ellen Caron	Chief Executive Officer
Mellody Hobson	Chair
Robbie Robinson	Vice Chair
Nora Daley	Secretary
Elzie L. Higginbottom	Treasurer
Jodi L. Block	Director
Matthew R. Gibson	Director
Cara Johnson Hughes	Director
Timothy F.C. Knowles, Ph.D.	Director
Robert C. Lee	Director
Deborah Marchese	Director
Jaquann Merriweather	Director
Clare M. Muñana	Director
Langdon D. Neal	Director
Dan Neely	Director
Michael A. Pucker	Director
Michael Reinsdorf	Director
Michael J. Sacks	Director
Dona Scott	Director
Smita Shah	Director
Kashim M. Skeete	Director
Greg Thompson	Director
James H. Welch	Director