

# PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NUMBER PS 1849  
With  
Loop Capital Markets LLC  
TO PROVIDE  
FINANCIAL ADVISORY SERVICES  
FOR  
THE  
PUBLIC BUILDING COMMISSION OF CHICAGO  
CHICAGO, ILLINOIS

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**Mayor Richard M. Daley**  
**Chairman**

Erin L. Cabonargi  
Executive Director

Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**EXECUTION PAGE**

**PROFESSIONAL SERVICES AGREEMENT NO. PS 1849**

THIS AGREEMENT effective as of June 10, 2010, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and Loop Capital Markets LLC with offices at 200 West Jackson Avenue, Suite 1600, (the "Financial Advisor"), at Chicago, Illinois.

**Background Information – Recitals:**

Whereas, the Commission intends to undertake the construction and/or improvement of the Ford Calumet Environmental Center in Chicago, Illinois on behalf of the Department of Environment of the City of Chicago ("User Agency");

Whereas, the Commission requires certain professional financial advisory services described in the Agreement in support of its efforts on behalf of its client, and desires to retain the Financial Advisor on the terms and conditions set forth in the Agreement to perform such Services. The Financial Advisor desires to be so retained by the Commission and has represented to the Commission that the Financial Advisor has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

Whereas, the Financial Advisor has consulted with the Commission and taken such other actions as the Financial Advisor deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Services, and Financial Advisor represents that it is qualified and competent by education, training and experience to perform the Services in accordance with standards of reasonable professional skill and diligence.

Whereas, the Commission has relied upon the Financial Advisor's representations in selecting the Financial Advisor.

**NOW THEREFORE**, the parties agree on the terms and conditions that follow:

**SIGNED by:**

**PUBLIC BUILDING COMMISSION OF CHICAGO by:**

Richard J. Daley  
Chairman

Attest:  
Edgish Johnson  
Secretary

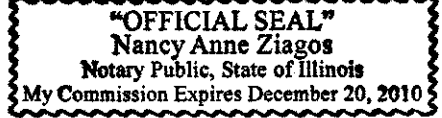
**FINANCIAL ADVISOR, LOOP CAPITAL MARKETS LLC:**

Tasha H  
Chief Administrative Officer

County of: Cook  
State of: ILLINOIS

Subscribed and sworn to before me by Tasha Henderson and [Signature] on behalf of Financial Advisor this 24<sup>th</sup> day of August, 2010.

Nancy Anne Ziagos  
Notary Public  
My Commission expires: 12.20.2010 (SEAL OF NOTARY)



## **Article I. INCORPORATION OF RECITALS**

**Section 1.01** The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

## **Article II. DEFINITIONS AND USAGE**

**Section 2.01** Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) **Agreement.** This Agreement for Financial Advisory Services, between the Commission and the Financial Advisor, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (c) **Additional Services.** Additional services to be provided by the Financial Advisor for the Project pursuant to the provisions of Schedule A.
- (d) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (e) **Deliverables.** The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, plans, reports, forms, recommendations, analyses, and interpretations that the Financial Advisor is required to provide to the Commission.
- (f) **Key Personnel.** Those job titles and individuals identified in Schedule F.
- (g) **Financial Advisor.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (h) **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Financial Advisor to provide the Scope of Services required by the Commission under this Agreement.
- (i) **Subconsultant or Subcontractor.** Any person or entity hired or engaged by the Financial Advisor to provide any part of the Services required under the terms of this Agreement.

### **Section 2.02 Usage and Conventions**

- (a) **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

### **Article III. INCORPORATION OF DOCUMENTS**

The following documents are incorporated in and made a part of the Agreement. By executing the Agreement, the Financial Advisor acknowledges that Financial Advisor is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services:

Policies Concerning MBE and WBE Utilization. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

### **Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES**

#### **Section 4.01 Performance Standard.**

- (a) The Financial Advisor represents that the Services required by and performed pursuant to Schedule A to this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing financial advisory professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Financial Advisor further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Financial Advisor to perform the Services in the manner required by the Agreement.
- (b) The Financial Advisor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Financial Advisor must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Financial Advisor remains responsible for the professional and technical accuracy of all Services furnished, whether by the Financial Advisor or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Financial Advisor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Financial Advisor fails to comply with its obligations under the standards of the Agreement, the Financial Advisor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Financial Advisor of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Financial Advisor either under the Agreement, at law or in equity.

**Section 4.02 Engagement.** The Commission engages the Financial Advisor, and the Financial Advisor accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.10.

**Section 4.03 Key Personnel.** The Financial Advisor must not reassign or replace Key Personnel without providing written notice to the Commission.

**Section 4.04 Adequate Staffing.** The Financial Advisor must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned

exclusively to perform the Services. The Financial Advisor must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule F. The level of staffing may be revised from time to time by notice in writing from Financial Advisor to the Commission and with prior written consent of the Commission.

**Section 4.05 Nondiscrimination.** In performing under this Agreement the Financial Advisor will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Financial Advisor certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Financial Advisor will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

**Section 4.06 Employment Procedures; Preferences and Compliance.** Salaries of employees of the Financial Advisor, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Financial Advisor certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Financial Advisor will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Financial Advisor, out of payments due to the Financial Advisor, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Financial Advisor to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

**Section 4.07 Compliance with Policies Concerning MBE and WBE.** Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Financial Advisor will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

**Section 4.08 Records.** The Financial Advisor must maintain accurate and complete records of expenditures and costs incurred by the Financial Advisor and by consultants engaged by the Financial Advisor in connection with the Project and the Services. The Commission may examine such records at the Financial Advisor's offices upon reasonable notice during normal business hours. The Financial Advisor must retain all such records for a period of not less than five calendar years after the termination of the

Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter whichever occurs later.

**Section 4.09** Compliance with Laws. In performing its engagement under the Agreement, the Financial Advisor must comply with all applicable federal, state and local laws, rules, and regulations.

**Section 4.10** Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Financial Advisor, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

**Section 4.11** Representation and Covenant by Consultant. Neither the Financial Advisor nor any affiliate of the Financial Advisor is listed on any of the following lists maintained by the Office 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 User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**Section 4.15** Subcontract Terms and Conditions. Financial Advisor shall include a provision in any and all subcontracts that Financial Advisor may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Financial Advisor or Financial Advisor's subcontractors.

## **Article V. TERM**

**Section 5.01** Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission, or on August 31, 2011, whichever occurs first. The parties may mutually agree to extend the term of the Agreement for additional twelve (12) months terms, or any increments thereof as may be reasonably necessary to reach the financial closing of the transaction with a private entity. The Commission agrees that its agreement to extend the duration of the Agreement will not be unreasonably withheld or withheld for the purpose of depriving Financial Advisor of the Success Fee as described in Schedule D.

**Section 5.02** Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Financial Advisor at least 30 days before the effective date of termination. So long as the Financial Advisor is not in default under this Agreement at the time of termination, the Commission will pay the Financial Advisor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Financial Advisor for periods up to the effective date of termination. The Commission may exercise any right of set-off regarding Financial Advisor's failure to properly perform Services from payments that are due to Financial Advisor.

**Section 5.03 Suspension by the Commission.** The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Financial Advisor hereunder with respect to all or any part of the Services, by written notice given to the Financial Advisor at least 5 days before the effective date of suspension. During the notice period the Financial Advisor must wind down its Services. So long as the Financial Advisor is not in default under this Agreement at the time of suspension, the Commission will pay the Financial Advisor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Financial Advisor for periods up to the effective date of suspension

- (a) During the period the Financial Advisor's performance is suspended, the Financial Advisor is not entitled to incur fees or bill the Commission, except for Financial Advisor's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Financial Advisor's invoices or claims). The Financial Advisor may bill such time spent during a suspension only if the Financial Advisor's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Financial Advisor's Services.
- (b) If the Financial Advisor is required to resume its Services under this Agreement, the Commission will notify Financial Advisor in writing, giving Financial Advisor a reasonable period not to exceed 10 days to remobilize itself. The Financial Advisor may bill for time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Financial Advisor will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

**Section 5.04 Effect of Termination or Suspension.** Termination or suspension of this Agreement in whole or in part does not relieve the Financial Advisor from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Financial Advisor on or before the effective date of termination or suspension. In no event will the Commission be liable to the Financial Advisor for any loss, cost or damage, including lost profits, which the Financial Advisor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

**Section 5.05 Force Majeure.** Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Financial Advisor under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Financial Advisor is not in default of any obligation of the Financial Advisor under the Agreement, the Commission will pay to the Financial Advisor, according to the terms of the Agreement, all compensation and reimbursements due to the Financial Advisor for periods up to the effective date of suspension.

## **Article VI. COMPENSATION OF FINANCIAL ADVISOR; REIMBURSEMENT FOR EXPENSES**

The Commission will compensate the Financial Advisor for the Services in the amount and manner set forth on Schedule D.

## **Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION**

**Section 7.01 General and Specific.** In connection with the administration of the Commission and the performance of the Agreement by the Financial Advisor, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) **Information.** The Commission will provide the Financial Advisor all information reasonably required concerning the Commission's requirements for the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Financial Advisor and render decisions pertaining to them with reasonable promptness.

**Section 7.02 Audits.** The Commission has the right to abstract and audit the books of the Financial Advisor and its subcontractors on all subjects relating to the Project and/or the Services.

**Section 7.03 Ownership of Documents.** All documents, data, studies and reports prepared by the Financial Advisor or any party engaged by the Financial Advisor, pertaining to the Services will be the property of the Commission. Financial Advisor shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request.

## **Article VIII. INDEMNIFICATION**

**Section 8.01 Indemnification.** The Financial Advisor must indemnify, defend, keep and save harmless the Commission and the User Agencies and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Financial Advisor's negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Financial Advisor, or and any person employed by the Financial Advisor, or and any Subcontractor retained by the Financial Advisor in connection with this Project.

No official, employee or agent of the Commission shall be charged personally by Financial Advisor, or by any subcontractor or assignee of Financial Advisor, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of the Agreement, or because of any breach of the Agreement.

To the extent permissible by law, Financial Advisor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Financial Advisor's obligations under this Article VIII, including any claim by any employee of Financial Advisor that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq., or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

## **Article IX. INSURANCE MAINTAINED BY THE FINANCIAL ADVISOR**

The Financial Advisor will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Financial Advisor, insurance coverage which will insure the Commission, the User Agency and the Financial Advisor against claims and liabilities which could arise out of the performance of such Services, including the insurance coverage set forth in Schedule E to this Agreement.



## Article X. DEFAULT

**Section 10.01 Events of Default.** Each of the following occurrences constitutes an Event of Default by the Financial Advisor under the Agreement:

- (a) Failure or refusal on the part of the Financial Advisor to duly observe or perform any obligation or agreement on the part of the Financial Advisor contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Financial Advisor by the Commission;
- (b) Any representation or warranty of the Financial Advisor set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Financial Advisor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Financial Advisor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Financial Advisor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Financial Advisor's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Financial Advisor's material failure to perform any of its obligations under the Agreement, including any of the following:
  - (i) Failure due to a reason or circumstance within the Financial Advisor's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;
  - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
  - (iv) Discontinuance of the Services for reasons within the Financial Advisor's reasonable control; or
  - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (vi) The Financial Advisor shall have a ten day period to cure following written notice for the events of default listed here.

- (f) Any change in ownership or control of the Financial Advisor (as defined in Article XIII) without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (g) The Financial Advisor's default under any other agreement it presently may have or may enter into with the Commission, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Financial Advisor acknowledges that in event of a default under this Agreement with the Commission may also be deemed a default under any such other agreements.

**Section 10.02** If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Financial Advisor, in which event the Commission has no further obligations hereunder or liability to the Financial Advisor except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Financial Advisor for failure to properly perform its services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies. The Commissioner's decision to terminate the Agreement is not subject to claim or dispute under Article XI.

**Section 10.03 Remedies Not Exclusive.** No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

## **Article XI. CLAIMS AND DISPUTES**

**Section 11.01 General.** All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Financial Advisor will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

**Section 11.02 Claim Procedure.** The Financial Advisor will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Financial Advisor; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Financial Advisor agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

**Section 11.03 Dispute Procedure.** In the event that the Authorized Commission Representative and Financial Advisor can not resolve the Claim, the Financial Advisor may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

**Section 11.04 Executive Director's Determination.** The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative

was filed or was due unless the Executive Director notifies the Financial Advisor that additional time for the decision is necessary. The Financial Advisor must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Financial Advisor disagrees with the Executive Director's final decision, the Financial Advisor may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Financial Advisor. However, the Financial Advisor must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Financial Advisor shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

**Section 11.05 Financial Advisor Self-Help Prohibited.** The Financial Advisor must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Financial Advisor's claims against the Commission or User Agency will constitute bad faith on the Financial Advisor's part. This provision is not intended to prohibit the Financial Advisor from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

## **Article XII. CONFIDENTIALITY**

All of the reports, information, or data prepared or assembled by the Financial Advisor under the Agreement are confidential, and except as may be necessary to perform its services the Financial Advisor must not make such reports, information or data must available to any party without the prior written approval of the Commission. In addition, the Financial Advisor must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Financial Advisor is served with a subpoena requiring the production of documents or information which is deemed confidential, the Financial Advisor will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

## **Article XIII. ASSIGNMENT**

The Financial Advisor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Financial Advisor and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Financial Advisor, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Financial Advisor undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Financial Advisor during any 12-month period. In the event of an assignment by the Financial Advisor without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Financial Advisor further acknowledges that the Financial Advisor represented to the Commission the availability of certain members of the Financial Advisor's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Financial Advisor must so notify the Commission in writing, and must assign other qualified members of the Financial Advisor's staff, as approved by the Commission, to the Project.

## **Article XIV. RELATIONSHIP OF PARTIES**

Under the Agreement, the relationship of the Financial Advisor to the Commission is that of an independent contractor, and the Financial Advisor will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

## Article XV. GENERAL

**Section 15.01 Financial Advisor's Authority.** The Financial Advisor represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Financial Advisor have been made with complete and full authority to commit the Financial Advisor to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

**Section 15.02 Counterparts.** The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

**Section 15.03 Entire Agreement.** The Agreement constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

**Section 15.04 Governing Law.** The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

**Section 15.05 No Waiver.** The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

**Section 15.06 Notices.** All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Financial Advisor at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Financial Advisor may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

**Section 15.07 Non-liability of Public Officials.** No Commission Board member, employee, agent, officer, or official is personally liable to Financial Advisor or its subcontractors, and Financial Advisor and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Financial Advisor or its subcontractors under this Agreement.

**Section 15.08 Severability.** If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

**Section 15.09 Successors and Assigns.** Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

**Section 15.10 Non-appropriation of Funds.** If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. The Commission will not authorize the Financial Advisor to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.

**SCHEDULE A**  
**SCOPE OF SERVICES**  
**FINANCIAL ADVISORY SERVICES**  
**FORD CALUMET ENVIRONMENTAL CENTER**  
**CHICAGO, ILLINOIS**

**1. Overview**

A. The Project. The Department of Environment for the City of Chicago has engaged the assistance of the Public Building Commission for the development and construction of the Ford Calumet Environmental Center ("FCEC") on a ten-acre site at 130<sup>th</sup> Street and Torrence Avenue in the City of Chicago (the "Project"). The FCEC will serve as an operational base for research activities, environmental remediation and ecological rehabilitation. The building is intended to be a model of sustainable design, with a goal of achieving platinum LEED™ status. Overall, the building is to be approximately 28,000 square feet, with a south porch covering an additional 10,000 square feet. A visitor's center, exhibition space, classrooms, laboratory, auditorium and support facilities are planned for the facility. The FCEC is designed to be carbon neutral, incorporating innovative green technologies, including:

- ▶ A "Living Machine" indoor constructed wetland. The system will treat wastewater via natural processes using plants, insects and microorganisms that work together to clean water and return it to the wetlands. This technology will make the FCEC the first municipal building in Chicago that will not require a sewer connection. Visitors will be able to walk through this space, which will be enclosed by a greenhouse.
- ▶ A green roof with solar panels and a storm water collection system designed to collect and route 24,000 gallons of storm water to an underground storage system that will serve the Living Machine Wetland.
- ▶ A geothermal and earth tube system that will draw upon the Earth's temperature to heat and cool the structure. This will be the first earth tube system in Illinois.
- ▶ A biomass boiler fueled by invasive plants such as buckthorn, turning an invasive species into heat.
- ▶ Recycled slag, steel and wood will be used as building materials. Recycled slag, the by-product of metal purification, will be used to form terrazzo flooring. Steel beams from the former Calumet steel mills will serve as structural supports. Recycled wood from post-Prohibition wine vats will be used for exterior siding and decking.
- ▶ Structural elements will be used to minimize bird strikes with the building. Recycled steel in the porch design will create a textured visual pattern that resembles a bird's nest, and doubles as a sculpture. Patterns in the exterior glass will also be used to minimize strikes.

B. Financing the Project. The Project is estimated to require approximately \$20,000,000 in additional funding for the construction of the facilities on the site. In addition, a funding source for ongoing programming, operations and maintenance must be identified as a predictable revenue stream that would support operations and maintenance does not appear to be available. The Commission desires to engage the Financial Advisor to assist in developing and executing a viable financing plan for the Project while meeting the following policy objectives:

- ▶ maintain the integrity of the general character, design intent and overall building orientation of the FCEC regardless of the procurement approach that the Commission ultimately decides to employ to construct the facilities;
- ▶ achieve Platinum LEED™ status to ensure that the FCEC is the "greenest" building in Illinois;

- ▶ develop programming for the use of the FCEC that aligns with the initiatives and ethos of the City of Chicago, the Illinois Environmental Protection Agency and the US Environmental Protection Agency;
- ▶ incur no financial liability on the part of the City of Chicago.

## 2. Scope of Services

A. Overall Approach. The Financial Advisor will present the FCEC's "green platform value" to an appropriate audience. By deploying The Financial Advisor's corporate relationship network and structuring capabilities to assemble funding for the construction, operation and maintenance of the Project, the Financial Advisor will foment a public-private partnership that goes beyond an exchange of consideration for branding rights. Instead, the business model that the Financial Advisor will seek to implement will entail the private entity bridging the funding gap for the Project, and managing the construction, maintenance and operation of the facility. The private entity will then benefit from its ability to display its green technologies and capabilities in the FCEC, brand association, programming opportunities and revenues, product placement, the use of the FCEC for environmentally-themed research and development, and other commercial activities.

B. Specific Tasks. The specific tasks that the Financial Advisor will undertake in developing a public-private partnership for the construction, operation and maintenance of the FCEC are as follows:

1. Asset Preparation
  - work with the Project team to develop a revised financial model based on new estimates for capital costs, schedule, draw downs, O&M costs, life-cycle costs and other criteria.
  - explore and evaluate various funding sources and financing mechanisms.
  - assist the PBC and City in establishing policy objectives and decision criteria for selecting a preferred business model.
  - Asset Preparation will yield a preferred business model that is considered marketable and appropriate for the policy objectives. This preferred model will serve as a basis for discussions with potential private partners, but those discussions may have a significant effect upon the model that is ultimately implemented.
2. Asset Marketing
  - develop an asset marketing plan that targets appropriate sources of financing, including, without limitation: Fortune 500 companies with environment-driven businesses, such as Siemens, GE and Exelon; green building developers, such as Turner Green Buildings, Swinerton and Webcor Builders; investors dedicated to the development of sustainable buildings; and environmentally-focused foundations and philanthropists. The Chicago's Environmental Funds' fundraising consultant, Campbell and Company, will assist with this effort.
  - prepare an information package appropriate for a marketing plan; the package will include the project concept and highlights, and outline commercial issues.
  - conduct market sounding, including outreach and one-on-one discussions with potential private partners, distribute formal invitations for expressions of interest, manage workshops and site visits for interested parties, and coordinate with interested parties to explore joint ventures for project delivery; the Financial Advisor will leverage its national investment banking platform, institutional and personal investor coverage relationships, public-private partnership advisory experience and nationwide network in this effort.
  - prepare a summary memorandum of findings from the marketing effort.
3. Evaluation and Decision Making

- the Financial Advisor will use its experience in balancing the public interest, market interests and competing demands from diverse stakeholders assist the PBC and other stakeholders in evaluating response from the marketing activities from policy and financial perspectives.
  - update the financial model to evaluate marketing responses received to reflect any alternative procurement approaches, redesign of project elements, value engineering, revenue generation initiatives and other opportunities.
4. Project Development, Negotiations, Commercial and Financial Closing
- if needed, structure and help execute a competitive selection process to handle develop multiple proposers/private participants.
  - solicit proposals and comments on business agreement.
  - help establish evaluation criteria, and assess the financial and commercial aspects of the responses against such criteria including, without limitation, the robustness of each response, compliance with policy objectives, proposed funding structure, validity of assumptions, and deliverability of project.
  - support due diligence tasks, help finalize changes to the Project and Project documents, assist in the negotiation of the business agreement, and finalize the business agreement.

**SCHEDULE B  
PROJECT DOCUMENTS**

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**SCHEDULE C**  
**PROJECT SCHEDULE**

**SCHEDULE D**

**COMPENSATION OF THE FINANCIAL ADVISOR  
FORD CALUMET ENVIRONMENTAL CENTER  
CHICAGO, ILLINOIS**

**I. FINANCIAL ADVISOR'S FEE**

The Financial Advisor's compensation for its services for this Project will consist of three components:

- ▶ a fixed retainer fee
- ▶ a success fee based upon a percentage of capital raised and value-in-kind ("VIK") provided by private partners
- ▶ reimbursable expenses

**II. FIXED RETAINER**

The Financial Advisor's retainer for this Project is \$300,000, payable in two installments as set forth in Section V below.

**III. SUCCESS FEE**

The Financial Advisor shall be paid a success fee of 4.25% of the total capital and VIK raised in amounts of \$20 million up to \$30 million. For capital and VIK raised in amounts of \$30 million or more, the Financial Advisor will be paid a success fee of 4.00% of the total capital and VIK raised. In the event that the Financial Advisor is unable to raise total capital and VIK of at least \$20 million, no success fee shall be due to the Financial Advisor. The success fee shall only be due and payable by the Commission to the Financial Advisor if the financial closing for the Project occurs within the term of this Agreement, as set forth in Section 5.1 of the Agreement, or any extension of the term of the Agreement pursuant to its terms and conditions.

Capital Raised + Value in Kind Delivered	Fixed Fee Retainer	% Performance Fee	Performance Fee Range		Total Compensation	
			Floor	Max	Floor	Max
Less Than \$20 million	\$300,000	0.00%	\$0	\$0	\$300,000	\$300,000
\$20.0 – 29.9 million	\$300,000	4.25%	\$850,000	\$1,270,750	\$1,150,000	\$1,570,750
\$30.0 million and above	\$300,000	4.00%	\$1,270,750	-	\$1,570,750	-

**IV. REIMBURSABLE EXPENSES**

- A. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Financial Advisor, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.
- B. Reimbursable Expenses shall not exceed \$10,000 except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.10 of this Agreement

**V. METHOD OF PAYMENT**

The retainer is payable in two equal installments of \$150,000. The first installment is payable upon execution of this Agreement by both parties. The second installment is due and payable upon completion of the tasks in Section 2.B.3, "Evaluation and Decision Making," of Schedule A, Scope of Services, above.

Any success fee that may be due to the Financial Advisor is payable upon the financial closing for the Project.

Reimbursable expenses may be invoiced on a monthly basis to the Commission. Invoices must be acceptable, in form and substance, to the Commission.

**SCHEDULE E  
INSURANCE REQUIREMENTS  
LOOP CAPITAL MARKETS LLC  
PS 1849**

The Financial Advisor must provide and maintain at Financial Advisor's own expense, until expiration or termination of the Agreement and during the time period following expiration if Financial Advisor is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**E.1. INSURANCE TO BE PROVIDED**

**E.1.1. Workers' Compensation and Employers Liability**

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

**E.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and User Agency must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Financial Advisor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**E.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Financial Advisor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and User Agency must be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Financial Advisor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**E.1.4. Professional Liability**

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

Subcontractors performing work for Financial Advisor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**E.1.5 Property**

The Financial Advisor is responsible for all loss or damage to Commission and/or User Agency property at full replacement cost. The Financial Advisor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Financial Advisor.

**E.1.6 Valuable Papers**

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss

whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

## **E.2. ADDITIONAL REQUIREMENTS**

The Financial Advisor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Financial Advisor must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Financial Advisor is not a waiver by the Commission of any requirements for the Financial Advisor to obtain and maintain the specified coverage. The Financial Advisor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Financial Advisor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Financial Advisor and/or its subcontractors at any time upon written request.

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

Any deductibles or self-insured retentions on referenced insurance must be borne by Financial Advisor.

The Financial Advisor agrees that insurers waive their rights of subrogation against the Commission and the User Agency, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance and limits furnished by Financial Advisor in no way limit the Financial Advisor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission and the User Agency do not contribute with insurance provided by the Financial Advisor under the Agreement.

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

If Financial Advisor of Record is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Financial Advisor must require all its subcontractors to provide the insurance required in this Agreement, or Financial Advisor may provide the coverage for its subcontractors. All its subcontractors are subject to the same insurance requirements of Financial Advisor unless otherwise specified in this Agreement.

If Financial Advisor or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

**SCHEDULE F**  
**KEY PERSONNEL**

**FORD CALUMET ENVIRONMENTAL CENTER**  
**CHICAGO, ILLINOIS**

1. James Reynolds, Chairman and Chief Executive Officer
2. Peter Bynoe, Chief Operating Officer and Partner
3. Rohit Syal, Vice President

**SCHEDULE G**

**OTHER CONDITIONS**

FORD CALUMET ENVIRONMENTAL CENTER

CHICAGO, ILLINOIS

**NONE**

**EXHIBIT A**

**DISCLOSURE OF RETAINED PARTIES**

FORD CALUMET ENVIRONMENTAL CENTER  
CHICAGO, ILLINOIS

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Ford Calumet Environment Center  
Description or goods or services to be provided under Contract: Financial Advisor Services  
\_\_\_\_\_
2. Name of Contractor: Loop Capital Markets LLC  
\_\_\_\_\_
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: XXX

4. The Contractor understands and agrees as follows:



- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

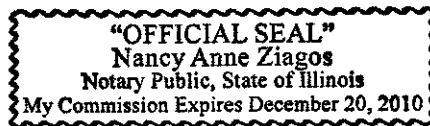
Tasha Henderson  
Signature

08.24.2010  
Date

TASHA HENDERSON  
Name ( Type or Print)

CAO  
Title

Subscribed and sworn to before me  
this 24<sup>th</sup> day of August 2010  
Nancy Anne Ziegler  
Notary Public



04050-PS 1849



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/14/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lambent Risk Management Services, Inc One North LaSalle Street 35th Floor Chicago IL 60602	<b>CONTACT NAME:</b> Sylvia Mata		
	<b>PHONE (A/C, No, Ext):</b> (312) 220-9200	<b>FAX (A/C, No):</b> (312) 220-0117	
<b>E-MAIL ADDRESS:</b> smata@lambent-rms.com			
<b>PRODUCER CUSTOMER ID #:</b> 00000240			
<b>INSURED</b> Loop Capital Markets, LLC Loop Financial Products 200 W. Jackson Blvd, Suite 1600 Chicago IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Chubb Group		00388
	<b>INSURER B:</b> Federal Insurance Co.		
	<b>INSURER C:</b> Lexington Insurance Company		36940
	<b>INSURER D:</b> Ironshore Indemnity Inc.		
	<b>INSURER E:</b> Indian Harbor Insurance Company		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1081302092                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		35824759	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	<b>AUTOMOBILE LIABILITY</b>		(09) 74983795	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	79826188	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		71712645	8/1/2010	8/1/2011	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liability</b>		68240363	7/15/2010	4/30/2011	Limit: \$2,000,000
D	<b>Directors &amp; Officers</b>		IRH00A5L0802001	4/30/2010	4/30/2011	Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
E. Professional Liability (Excess) ELU116810-10 \$3,000,000.

The following are Additional Insureds in regards to General Liability, Automobile and Umrella Liability: The Public Building Commission of the City of Chicago and The City of Chicago.

<b>CERTIFICATE HOLDER</b> Public Building Commission of Chicago 50 West Washington, Suite 200 Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Shirley <i>Shirley Evans Wolford</i>