

**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:

Rescue 8 Education & Training Division 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: 12915 S MAY CALUMET PARK, IL 60827

C. Telephone: 708-537-2996 Fax: _____ Email: SGHOLOAR@RESCUE8SPECIALEVENTS.COM

D. Name of contact person: SAQUAN GHOLAR

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/OWNERSHIP OF CITY OWNED PROPERTY LOCATED @ 11954 S STATE STREET

G. Which City agency or department is requesting this EDS? DEPARTMENT OF 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
SAQUAN GHOLAR	EXECUTIVE DIRECTOR
KEVIN PARKS	CHIEF FINANCIAL OFFICER
KEYLE MITCHELL	ADMINISTRATIVE DIRECTOR

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
SAQUAN GHOLAR	12915 S MAY CALUMET PARK, IL 60827	

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:
N/A

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).
N/A

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 (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
N/A			

(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:

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").

N/A

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.

N/A

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):
N/A

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

N/A

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.

SAQUAN M. GHOLAR

(Print or type exact legal name of Disclosing Party)

By: 
(Sign here)

SAQUAN M. GHOLAR


(Print or type name of person signing)

EXECUTIVE DIRECTOR

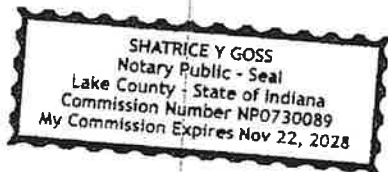
(Print or type title of person signing)

Signed and sworn to before me on (date) 9.8.23

at Cook County, IL (state).


Notary Public

Commission expires: November 22, 2028



**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.

N/A

**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.

N/A

**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**

SECTION I -- GENERAL INFORMATION

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

Rescue 8 Education & Training Division 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: 12915 S MAY CALUMET PARK, IL 60827

C. Telephone: 708-537-2996 Fax: _____ Email: SGHOLOAR@RESCUE8SPECIALEVENTS.COM

D. Name of contact person: SAQUAN GHOLAR

E. Federal Employer Identification No. (if you have one): 88-2005619

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

LEASE/OWNERSHIP OF CITY OWNED PROPERTY LOCATED @ 11954 S STATE STREET

G. Which City agency or department is requesting this EDS? DEPARTMENT OF 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:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- 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
SAQUAN GHOLAR	EXECUTIVE DIRECTOR
KEVIN PARKS	CHIEF FINANCIAL OFFICER
KEYLE MITCHELL	ADMINISTRATIVE DIRECTOR

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
SAQUAN GHOLAR	12915 S MAY CALUMET PARK, IL 60827	100%

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:

N/A

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).

N/A

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 (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
N/A			

(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:

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").

N/A

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.

N/A

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):

N/A

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
N/A		

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.

SAQUAN M. GHOLAR

(Print or type exact legal name of Disclosing Party)

By: 

(Sign here)

SAQUAN M. GHOLAR

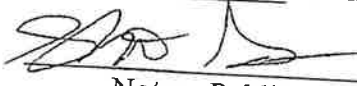
(Print or type name of person signing)

EXECUTIVE DIRECTOR

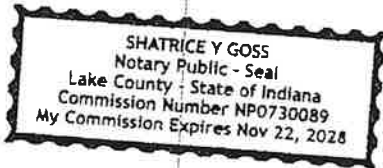
(Print or type title of person signing)

Signed and sworn to before me on (date) 9.8.23

at Cook County, IL (state).


Notary Public

Commission expires: November 22, 2028



**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.

N/A

**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.

N/A

**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.

EXHIBIT 1

Form of Lease

[Attached]

LEASE NO. _____

LEASE

THIS LEASE (the "**Lease**") is made and entered into this 15th day of December, 2023 (the "**Commencement Date**") by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Assets, Information & Services ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and Rescue 8 Education and Training Division Inc., a(n) 501(c)(3) ("**Tenant**"), having offices located at 815 W. 63rd Street, Chicago, IL 60621.

RECITALS

WHEREAS, the City is the owner of the real property located at 11954 S. State Street Chicago, Cook County, Illinois, 60628, consisting of approximately 6150 square feet, as legally described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, the Property is improved with a two-story brick building comprised of approximately 4900 square feet (the "**Building**," and together with the Property, the "**Premises**"); and

WHEREAS, the Building was constructed in approximately the year 1911-1928 for use as a Fire House and was most recently occupied by the City's Fire Department; and

WHEREAS, the Building has been vacant since approximately February 2022 and has no present municipal use; and

WHEREAS, the Tenant is a non-profit organization that is seeking to provide community engagement and training and has approached the City to propose the use of the Premises for providing emergency response training, public safety awareness and preparedness, and youth empowerment in the far south side of Chicago; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises to be used as a Training Facility (the "**Permitted Use**"), upon the terms and conditions set forth herein.

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

SECTION 1. INCORPORATION OF RECITALS. 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.

SECTION 2. LEASE OF PREMISES. The City hereby leases to Tenant, and Tenant 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

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shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City.

SECTION 3. TERM.

3.1 **Term.** The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on 12/31/2024, unless sooner terminated as set forth in this Lease.

3.2 **Early Termination.** Either the City or the Tenant may terminate this Lease for any reason without penalty by providing the other with prior written notice of at least ninety (90) days at any time after the Commencement Date.

3.3 **Option to Renew.** Provided Tenant is not in default of any of the terms and conditions of this Lease, the Tenant shall have the option to renew for four (4) periods of one (1) year each.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 **Rent.** The consideration for this Lease is: (a) base rent in the amount of One Dollar (\$1.00) annually; (b) Tenant's promise to remediate the Property in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "**Rent**" as used herein means the base rent of \$1.00 plus all other payments due under this Lease of any kind or nature.

4.2 **Utilities.** Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. City shall have no responsibility for providing or paying for any utilities supplied to the Premises and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant 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. Tenant shall contact the City's Building Engineer assigned to the Premises to carry out such necessary installation and maintenance, and Tenant will be invoiced for labor and materials in such amount as determined by the City. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 **Taxes and Other Levies.** Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant 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

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

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

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement 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, 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. Tenant 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. Tenant agrees that it is Tenant'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. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Remediation Obligations. Tenant shall be responsible, at its own cost and expense, for environmental remediation of the Premises in conformance with the environmental requirements attached hereto as **Exhibit B**. Upon completion of remediation and Tenant's notice to City thereof, the Department, through its Bureau of Environmental Health and Safety ("**EHS**") shall certify whether the remediation has been completed in accordance with the City's environmental requirements prior to Tenant's occupancy of the Premises. EHS shall notify

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Tenant if remediation does not meet the City's environmental requirements and shall specify what actions should be taken to be in conformance.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

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

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

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

6.3 Compliance with Laws. Tenant 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 Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included. As used in this Lease, the term "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 of Chicago (the "Municipal Code"), and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 Non-Discrimination. Tenant 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 Permits and Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant 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. Tenant 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.

6.6 Prohibited Uses Generally. Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or

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private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 No Religious or Political Use. Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of alcoholic beverages or illegal drugs of any kind on the Premises.

6.9 Competing Parking Facility. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 No Tailgating. Tenant shall not permit tailgating on the Premises.

6.11 Hazardous Materials. Tenant 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 Tenant's programs, so long as Tenant'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 Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous Materials used, stored, or 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.

As used in this Lease, the following terms shall have the following meanings:

(a) **"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).

(b) **"Environmental Laws"** means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and 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

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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.*

(c) **“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.

6.12 **Compliance with City Agreements.** If the City and Tenant enter into any agreements in the future governing funding of Tenant’s operations, or if any such agreements currently exist, Tenant’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.

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

6.14 **Economic Disclosure Statement Updates.** Upon the City’s request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant’s Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY’S RIGHT TO INSPECT.

7.1 **Tenant’s Duty to Maintain Premises.** Tenant 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 Term of this Lease. Without limiting the generality of the foregoing, Tenant 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 Tenant, its agents, employees, invitees, visitors, or contractors, including repairs. Tenant shall contact the City’s Building Engineer assigned to the Premises to carry out such necessary repairs, restorations, and replacements, and Tenant will be invoiced for labor and materials in such amount as determined by the City;

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(b) without limiting the generality of subsection (a) above, make all repairs necessitated by vandalism or misuse of the Premises, equipment therein and appurtenances thereto;

(c) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;

(d) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;

(e) at all times exercise due diligence in protecting the Premises against damage or destruction by fire and other causes;

(f) provide all security for the Premises;

(g) provide and pay for all custodial service, scavenger service, building maintenance and grounds maintenance for the Premises;

(h) provide and pay for exterminator service whenever necessary;

(i) 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;

(j) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises;

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

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

7.2 Right of Access. 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 Tenant 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 Tenant to perform under this Lease. Whenever the City exercises its cure rights, Tenant 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 Tenant 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

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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 Tenant's default in failing to perform the same.

SECTION 8. ALTERATIONS AND ADDITIONS. Tenant shall not make any alterations, additions and/or improvements ("**Alterations**"), including any fencing or land grading, in or to the Premises without the prior written consent of the commissioner of the Department, which consent may be granted or withheld in the commissioner's sole discretion; provided, however, consent is not required for strictly cosmetic, non-structural improvements to the interior of the Premises costing less than \$5,000.00 in the aggregate in any twelve (12) month period during the Term. Prior to commencement of construction of any Alterations, Tenant 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. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant 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, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and CAD files. All Alterations (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings; and electrical wiring), except Tenant's furniture, moveable trade fixtures, equipment and other personal property (collectively, "**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, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant 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 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 **Assignment and Sublease.** Tenant 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 Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 **Tenant's Covenant against Liens and other Encumbrances.** Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, 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 Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant

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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 Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant 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 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit D** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 Indemnification. Tenant 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 Tenant'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 Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant'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, Tenant 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 Tenant 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 12. DAMAGE OR DESTRUCTION.

12.1 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 Tenant 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 Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises

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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 Tenant’s use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant 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 Tenant, 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 Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant 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 Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant’s Personal Property.

SECTION 13. 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 Tenant shall receive the portion of the award payable with respect to Tenant’s Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 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 Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant 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 Tenant 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)

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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 Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant'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 Tenant; 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 Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; 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 Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have ten (10) business 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 Tenant 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.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 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 Tenant, to terminate this Lease. Upon termination of the Lease, Tenant 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 Tenant 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 Tenant 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. Tenant 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 Tenant or any assignee, sublessee or other transferee.

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14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, 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. 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 Tenant'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 Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted, and shall remove all Personal Property and dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). If Tenant 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 Tenant 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 Tenant, or the City may sell, destroy, or otherwise dispose of such Personal Property without notice to Tenant or to any other person and without obligation to account for such property. Tenant agrees to pay for any removal, delivery, warehousing or disposal costs the City may incur, including without limitation, the cost of repairing any damage to the Premises, on demand, with interest accruing from the date of such City payment at the rate of 12% per annum. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

16.2 Holding Over. Tenant 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 Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant 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 Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market

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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. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 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 Assets, Information & Services
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 Tenant: Rescue 8 Education and Training Division Inc.
815 W. 63rd Street – 4th Floor
Chicago, IL 60621
Attn: Saquan Gholar

With a copy to: _____

Suite _____
Chicago, Illinois 606 ____
Attn: _____

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

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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.

17.2 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of City and Tenant respectively and that by their execution of this Lease, it became the binding obligation of City and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. 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.

17.5 Captions and Section Numbers. 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.

17.6 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.

17.7 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.

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(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.

17.8 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.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for

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any amount which may become due to Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 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 Tenant’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.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City’s sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City’s municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give the Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent 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.

17.19 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.

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

17.21 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

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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.

17.22 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.

17.23 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.

17.24 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.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel

TENANT:

_____,
a(n) _____

By: _____

Name: Saquan Gholar

Title: Executive Director

