



CHICAGO
INFRASTRUCTURE
TRUST

EMPLOYEE HANDBOOK

June 2017

Table of Contents

MISSION AND PRINCIPLES	3
EMPLOYMENT POLICY	4
EMPLOYMENT AT WILL	5
COMMITMENT TO DIVERSITY	6
ANTI-HARASSMENT POLICY	7
CONFLICTS OF INTEREST, CODE OF BUSINESS ETHICS AND CONDUCT, AND CONFIDENTIALITY	9
EMPLOYMENT RELATIONSHIP	12
WORKPLACE SAFETY	15
WORKPLACE GUIDELINES.....	16
TIME OFF AND LEAVES OF ABSENCES.....	20
EMPLOYEE BENEFITS	22
COMPUTERS, INTERNET, E-MAIL, AND OTHER RESOURCES	23
APPENDICES	27

MISSION AND PRINCIPLES

The Chicago Infrastructure Trust was created in April 2012 by executive order of Mayor Rahm Emanuel and City Council resolution. The mission of the Chicago Infrastructure Trust is to leverage alternative financing and delivery structures to expand the capacity of the City and other government agencies to deliver new, and improve upon existing, infrastructure.

Guiding principles:

- Provide complementary services that respond to the needs of the City and its sister agencies
- Ensure value to the City, its sister agencies, and taxpayers in the delivery of infrastructure projects
- Act as a dedicated, specialized resource for alternative project delivery to the City and its sister agencies

EMPLOYMENT POLICY

PURPOSE - The purpose of this Employment Policy is to protect the interests of the CIT by setting forth certain rules governing employment matters. This Employment Policy shall be the employment policy described in Section 10.3 of the Amended and Restated Bylaws of the Chicago Infrastructure Trust (the “Bylaws”).

As an employee of the CIT, you are responsible for knowing and understanding the policies outlined in this handbook. If you have any questions about this handbook, or questions that are not addressed, consult with your Supervisor. All employees are expected to abide by the policies detailed in this handbook. Furthermore, the CIT expects each employee to display good judgment, diplomacy, and courtesy in their professional relationships with members of the Board of Directors, committees, membership, staff, other employees, and the general public.

This handbook contains information about the CIT's employment policies and procedures and an overview of the CIT's benefits. It is intended as a general guideline for its employees. The CIT has the maximum discretion permitted by law to change, modify or delete any provision in this handbook at any time, with or without notice. The terms, conditions, and benefits as expressed in this handbook shall be in conformance with all federal, state and local statutory requirements, as applicable.

EQUAL OPPORTUNITY AND LEGAL COMPLIANCE - The CIT is committed to compliance with the spirit and the letter of all applicable City of Chicago, State of Illinois, and federal laws prohibiting discrimination in employment. All employment decisions made by the CIT including, but not limited to, the recruiting, hiring, placement, training, promotion, compensation, evaluation, disciplinary actions, and termination of employment, as applicable, shall be made without regard to an employee's race, color, creed, religion, sex, pregnancy or childbirth, personal appearance, family responsibilities, sexual orientation or preference, gender identity, political affiliation, source of income, place of residence, national or ethnic origin, ancestry, age, genetic information, marital status, military veteran status, unfavorable discharge from military service, physical or mental disability, or on any other basis, prohibited by applicable law.

IMMIGRATION LAW COMPLIANCE - In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present all required documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with CIT within the past three (3) years, or if their previous I-9 is no longer retained or valid.

EMPLOYMENT AT WILL

All employment relationships, except as expressly set forth below, between the CIT and each of its employees is “at-will employment.” Either the CIT or the employee may terminate the employment relationship at any time, with or without cause and with or without advance notice. The CIT may terminate an employee’s employment for any or no reason with or without the use of progressive discipline. No written or verbal communication by a supervisor, manager or any other employee of the CIT is intended to, or can, create a contract of employment, alter the at-will employment relationship, or provide a guarantee of benefits except the Executive Director, and any such change or promise by the Executive Director must be in writing and signed by both the Executive Director and the relevant employee to be effective. This handbook is not intended to create or constitute, and does not create or constitute, an expressed or implied contract between the CIT and any of its employees. Apart from the policy of at-will employment and those policies required by law, the CIT may change its policies or practices at any time without prior notice.

COMMITMENT TO DIVERSITY

COMMITMENT TO DIVERSITY

CIT is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. The CIT will strive to maintain a diverse workplace reflective of the population of Chicago.

DISABILITY ACCOMMODATIONS POLICY

The CIT complies with the Illinois Human Rights Act (IHRA) and all applicable local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the CIT will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

REQUESTING A REASONABLE ACCOMMODATION - If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Executive Director. You may make the request orally or in writing. The CIT encourages employees to make their request in writing and to include relevant information, such as: a description of the accommodation you are requesting, the reason you need an accommodation, and how the accommodation will help you perform the essential functions of your job. After receiving your oral or written request, the CIT will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The CIT encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the CIT is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the CIT.

ANTI-HARASSMENT POLICY

SEXUAL HARASSMENT - The CIT prohibits all forms of sexual harassment, including verbal, non-verbal and physical conduct. Sexual harassment is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature where: (i) submission to such conduct is made an express or implied term or condition of employment; (ii) submission to or rejection of such conduct is used as the basis for employment decisions; or (iii) such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment. This definition includes many forms of offensive behavior. It also includes harassment of a person by another person of the same gender.

CIT prohibits the conditioning of any employment term, condition, or benefit upon either the granting of sexual favors or on tolerating unwelcome sexual conduct or any other conduct prohibited by this policy. Examples of prohibited conduct include but are not limited to:

- Offering employment benefits, such as favorable assignments, reviews, promotions, or the like, in exchange for sexual favors;
- Denying, or threatening to deny, employment benefits for rejecting sexual advances;
- Unwanted sexual advances, propositions, flirtations, or repeated unwanted requests for or efforts to make social contact;
- Verbal conduct of a sexual or gender-based nature, such as using sexually degrading, vulgar or discriminatory words to describe an individual, making sexually suggestive comments about an individual's body, discussing sexual activity, or making derogatory sexual, gender-related, or discriminatory comments, slurs, taunts, jokes or epithets;
- Non-verbal conduct of a sexual or gender-based nature, such as whistling, unwelcome staring, leering, displaying sexually suggestive, gender-based or discriminatorily-based objects, pictures, posters, or cartoons, making sexual, derogatory, obscene or discriminatory gestures, or giving, sending or circulating sexual, derogatory, obscene or discriminatory letters, e-mail messages, voicemail messages, gifts, notes or invitations;
- Unwelcome physical conduct of a sexual or gender-based nature, such as touching, patting, pinching, brushing the body, or impeding or blocking an individual's movements;
- Retaliating or threatening retaliation for protesting about sexually harassing or gender-based conduct or for making a complaint about such behavior.

OTHER FORMS OF HARASSMENT - The CIT prohibits all forms of unlawful harassment or discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, veteran status, marital status, mental or physical disability or any other basis protected by law, including verbal, non-verbal and physical conduct.

Examples of prohibited conduct include, but are not limited to:

- Verbal conduct of a discriminatory nature, such as using degrading, vulgar, or discriminatory words to describe an individual, or making derogatory discriminatory comments, slurs, taunts, jokes, or epithets (*i.e.*, those which are based upon race, color, sex, sexual orientation, age, religious belief, national origin, ancestry, marital status, mental or physical disability);
- Non-verbal conduct of a discriminatory nature, such as making derogatory or discriminatory gestures, displaying discriminatorily based objects, pictures, posters, or cartoons, or giving, sending or circulating derogatory or discriminatory letters, e-mail messages, voice-mail messages, gifts, notes, or invitations;

If you have any questions regarding this policy, please consult the Executive Director or your immediate supervisor.

NO RETALIATION - No one will be subject to, and the CIT prohibits, any form of discipline, reprisal, intimidation, or retaliation for good-faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations. The CIT is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately.

WHISTLE-BLOWER

The CIT has adopted a whistle-blower policy to encourage employees to report to appropriate representatives of the CIT, without fear of retaliation, certain information relating to accounting fraud, ethics violations and other complaints. Any employee of the CIT may submit, on a confidential and anonymous basis if the employee so desires, any concerns regarding financial statement disclosures, accounting, internal accounting controls or auditing matters. The goal of this policy is to discourage illegal activity and business conduct that damages the CIT's good name, business interests, and relationship with elected officials, businesses, organized labor and taxpayers of the City of Chicago, as well as lenders, financial institutions and others doing business with the CIT, and if it exists, to locate and correct the problem.

A full description of the CIT's whistle-blower policy is included in Appendix A of this handbook.

CONFLICTS OF INTEREST, CODE OF BUSINESS ETHICS AND CONDUCT, AND CONFIDENTIALITY

CONFLICTS OF INTEREST

The CIT expects all employees to conduct themselves and CIT business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

While the CIT recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the CIT, employees should always act in the best interest of the CIT and not permit outside interests to interfere with their job duties. The CIT prohibits all employees from using their position with the CIT or the CIT's relationship with its clients for private gain or to obtain benefits for themselves or members of their family.

The list below suggests some of the types of activity that would pose a conflict of interest:

1. Simultaneous employment by another firm that is a competitor of or supplier to the CIT.
2. Carrying on CIT business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, from which the CIT procures services or to whom the CIT provides services.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which the CIT buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the CIT.
7. Participating in civic or professional organization activities in a manner that divulges confidential company information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the CIT or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate laws regulating the conduct of the CIT.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where the employee believes there may be a potential conflict of interest, the employee should discuss this with the Executive Director for advice and guidance on how to proceed.

CODE OF BUSINESS ETHICS AND CONDUCT

It is the policy of the CIT that its employees and board members uphold the highest standards of ethical, professional behavior. To that end, employees and board members shall dedicate themselves to carrying out the mission of the CIT and shall:

1. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust in such activities.
2. Act in such a manner as to uphold and enhance personal and professional honor, integrity and the dignity.
3. Engage in carrying out the CIT's mission in a professional manner.
4. Respect the structure and responsibilities of the board of directors and uphold and implement policies adopted by the board of directors.
5. Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
6. Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
7. Provide information that is accurate, complete, objective, relevant, timely, and understandable.
8. Comply with rules and regulations of federal, state, and local governments, and other appropriate regulatory agencies.
9. Respect and protect privileged information to which they have access in the course of their official duties.
10. Achieve responsible use of and control over all assets and resources employed or entrusted.
11. Do not commit or participate in any fraudulent acts, and immediately report any fraudulent acts committed by others.

From time to time, a situation may arise where it is difficult to determine the proper and most ethical course of action. In such a situation, all individuals are expected to discuss the matter with a supervisor and, if necessary, with the Executive Director so that the parties can decide the best course of action.

Compliance with this Code of Business Ethics and Conduct Policy is the responsibility of every person associated with the CIT. Disregarding or failing to comply with this Policy may result in disciplinary action up to and including termination of employment and/or such person's relationship with the CIT, as applicable.

CONFIDENTIALITY

Every day, the CIT's employees have access to material, non-public information regarding projects and proposals. Employees will not release, without prior written authorization, proprietary and confidential information of the CIT including, but not limited to, (i) names of responders to RFIs, RFQs, and RFPs, (ii) accounting and business methods, (iii) services or

products and the marketing of such services and products, (iv) fees, costs and pricing structures, (v) designs, (vi) analysis, (vii) drawings, photographs and reports, (viii) computer software, including operating systems, applications and program listings, (ix) flow charts, handbooks and documentation, (x) databases, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) copyrightable works, (xiii) all technology and trade secrets, and (xiv) all similar and related information in whatever form or medium.

Employees or other personnel who improperly use or disclose trade secrets or confidential proprietary information will be subject to disciplinary action up to, and including termination, and legal action.

All full-time employees, part-time employees, temporary, substitute, consultants, interns and volunteers employed or engaged by the CIT are required to sign a non-disclosure agreement (NDA) as a condition of their employment or engagement with the CIT. See Appendix B.

If you are not sure whether it is appropriate to share confidential information to any third parties, you should discuss the matter first with a supervisor and, if necessary, with the Executive Director prior to making any disclosures. Failure to consult with a supervisor and/or the Executive Director prior to making a disclosure of confidential information will result in disciplinary action up to, and including termination, and legal action.

EMPLOYMENT RELATIONSHIP

EMPLOYMENT CLASSIFICATION

In order to determine eligibility for benefits and ensure compliance with federal and state laws and regulations, the CIT classifies its employees as shown below. CIT may review or change employee classifications at any time.

EXEMPT - Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

NONEXEMPT - Nonexempt employees are paid on an hourly basis and must receive written approval for overtime from his or her immediate supervisor and authorized by the Executive Director.

REGULAR FULL-TIME EMPLOYEE - Regular employees are those who are not temporary and who are regularly scheduled to work the CIT's full-time schedule. Generally, they are eligible for the CIT's benefit package, subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY EMPLOYEE - A temporary employee is one who is hired to fill a temporary vacancy for a period generally not to exceed six (6) months. Generally, they are ineligible for the CIT's benefit package, or as specified by the provisions of a particular benefit plan or agreement.

PART-TIME EMPLOYEE - Part-time employees are those who are not assigned as temporary and who are regularly scheduled to work less than 30 hours per week. Generally, they are ineligible for the CIT's benefit package, except as specified by the provisions of a particular benefit plan or agreement.

SUBSTITUTE EMPLOYEE - A substitute employee is one who is hired on a day-to-day basis to take the place of a regular employee who is absent. Generally, they are ineligible for the CIT's benefit package, except as specified by the provisions of a particular benefit plan or agreement.

INDEPENDENT CONTRACTORS - Independent contractors are those who are not employees of the CIT and are compensated either at an hourly rate or on a project basis via a flat fee for a limited period of time and/or for a limited engagement. They are ineligible for the CIT's benefit package.

HOURS OF WORK

The office is open from 9:00 am to 5:00 p.m. from Monday through Friday.

The CIT expects all employees to report to work on time, to be at work when scheduled, and to avoid unscheduled absences whenever possible.

PAY PERIODS

Employees are paid on the 1st and the 15th day of each month. If a payday falls on a holiday or weekend, employees will be paid on the last working day preceding the holiday or weekend.

TIMESHEETS

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the CIT to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent performing assigned duties.

Nonexempt employees are expected to keep an accurate record of hours worked per day, and should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work (*i.e.*, any hours worked over 40 hours per week) must always be approved by a supervisor before it is performed. Timesheets are due to the Executive Director or his or her designee within five days before each pay period. All salary deductions are itemized and presented to employees with the paycheck, or as otherwise required by applicable law.

Exempt employees are expected to keep an accurate record of hours worked by project in order to enable the CIT to track the value of time expended on each project through quarterly time allocation reports.

It is the employee's responsibility to sign his or her time records to certify the accuracy of all time recorded. Supervisors will review, and then initial, the time record before submitting it for payroll processing. If corrections or modifications are required, both the employee and the supervisor must verify the accuracy by initialing the correction or modification to the time record.

Tampering, altering or falsifying time records or recording time on another employee's time record may result in disciplinary action, including termination.

Approved salary deductions may include: federal and state income taxes; social security, Medicare, and state disability insurance; voluntary medical and group hospitalization insurance premiums (if in force and if paid by employee) and other benefits (*e.g.*, disability insurance, 401k), or those otherwise required by applicable law.

SEPARATION FROM EMPLOYMENT

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. The CIT requests that employees provide at least two (2) weeks' written notice prior to resigning from the CIT, or as soon as possible prior to the departure date. Upon the termination of employment, some employment benefits may be continued at the employee's expense if the employee so chooses, as required by applicable

law. The employee will be notified in writing of such benefits that may be continued and of the terms, conditions, and limitations of such continuance.

RETURN OF PROPERTY

Employees are responsible for all of the CIT property, materials or written information issued to them or in their possession or control. Employees must return all CIT property immediately upon request or upon termination of employment. Where permitted by applicable laws, the CIT may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The CIT may also take all action deemed appropriate to recover or protect its property.

WORKPLACE SAFETY

COMMITMENT TO SAFETY

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911.

EMERGENCY CLOSINGS

At times, emergencies such as severe weather, power failures, or earthquakes, can disrupt CIT's operations. Employees are expected to make reasonable efforts to arrive at work on time, or as soon thereafter, as conditions permit, unless it is unsafe to do so. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time-off from scheduled work will be paid. However, most employees are able to work from home or from alternate locations, and will be expected to do so. Please complete CIT's employee emergency information form included in Appendix C of this handbook.

WORKPLACE GUIDELINES

ATTENDANCE

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances.

Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

OUTSIDE EMPLOYMENT

Individuals employed by the CIT may hold outside jobs with an unaffiliated entity as long as they continue to meet the performance standards, requirements, and expectations of their job with the CIT and under the limitations described herein.

Before beginning outside employment, employees must obtain advance written approval for the outside employment from and give advance written notice of the outside employment to the Executive Director. If the CIT determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of CIT, as they are modified from time to time, the CIT may require the employee to terminate such outside employment if he or she wishes to remain employed with the CIT.

Employees should consider the impact that outside employment may have on their ability to perform their duties at the CIT, and are solely responsible for satisfying first and foremost their duties to the CIT. All employees will be evaluated by the same performance standards and will be subject to the CIT's scheduling demands, regardless of any outside work requirements.

Employees may not use any property, facilities, equipment, supplies, IT systems (such as computers, networks, email, telephones or voicemail), time, trademark, brand, or reputation of the CIT in connection with any outside employment.

Outside employment that violates the Conflict of Interest, Code of Business Ethics and Conduct, and Confidentiality Policies, or any of the other policies or provisions set forth either in this handbook or in any other agreement between the employee and the CIT, is prohibited at all

times. Employees may not receive any income or gain from individuals or organizations for materials produced or services rendered while performing their duties to the CIT.

If you are considering outside employment, but are not sure if it complies with the rules and guidelines set out in this policy, or the Conflict of Interest, Code of Business Ethics and Conduct, and Confidentiality Policies, you should speak with the Executive Director, who will help you determine whether the outside employment complies with this policy.

DRESS CODE

The CIT provides a business casual yet professional work environment for its employees. Even though the dress code is business casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the CIT of any changes in his or her personal data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, and other such status reports should be accurate and current at all times. If any data has changed, please notify your supervisor immediately. See Appendix C.

EXPENSE REIMBURSEMENT

It is the policy of the CIT to provide reimbursement for employees for pre-approved travel related expenses, including transportation, hotels, and food. These expenses must be reasonable and necessary, as well as job-related, and must be pre-approved in writing by the Executive Director.

The CIT will only reimburse for pre-approved travel related expenses when the employee provides documentation of the expense with receipts from purchases or other verifiable documentation. Employees seeking reimbursement must complete the Travel Expense Statement. The form must be fully and accurately completed, and submitted to the Office Manager within 60 days. All receipts should be scanned/attached and submitted with the form.

SOCIAL MEDIA

Before using social media where you are expressly doing so as an employee and representative and posting on behalf of the CIT, you must obtain approval from the Executive Director. Once approved to post on behalf of the CIT, please adhere to the following guidelines for such professional usage of social media:

- Be careful not to disclose confidential or proprietary information about the CIT, our affiliates, our services or our clients — current or otherwise — including, but not limited to, internal communications, client communications, and email communications. Be careful not to discuss new business efforts including, but not limited to, requests for proposals, meetings, travel plans, and pitches. Doing so may violate non-disclosure agreements, affect our client relationships, and/or result in lost business.
- Do not post about a client or a client's products or services without approval from a manager or project leader.
- Avoid managing multiple social media accounts from the same software application (*e.g.*, TweetDeck, HootSuite). This will help avoid the accidental posting of personal, irrelevant, or otherwise inappropriate information to a CIT or CIT-related account.
- Disclose your affiliation with the CIT.
- Be familiar with applicable laws, industry guidelines, brand guidelines, and the CIT's personnel policies and follow the user agreements and community guidelines of communities in which you participate.
- Nothing in this policy is intended to interfere with any protections for employees under the National Labor Relations Act, including discussing with their coworkers employees' compensation arrangements or engaging in protected, concerted activities to address or improve any working conditions.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the CIT expects employees to follow rules of conduct that will protect the interests and safety of all employees and the CIT.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action up to, and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from your work station during the workday
- Unauthorized use of telephones, mail systems, or other CIT-owned equipment
- Unauthorized disclosure of trade secrets or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Habitual tardiness

PROBLEM RESOLUTION

The CIT is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the CIT supervisors and management.

The CIT strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with mutual respect.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern to their supervisor or to the Executive Director. No employee will be penalized, formally or informally, for voicing a complaint or concern with the CIT in a reasonable, business-like manner.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to discuss the issue with their supervisor or with the Executive Director. If an issue relates to the employee's supervisor, they can discuss this situation directly with the Executive Director.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everybody's job security.

TIME OFF AND LEAVES OF ABSENCES

HOLIDAYS

The CIT observes the following thirteen (13) holidays per calendar year:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Pulaski Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving Day
12. Day After Thanksgiving Day
13. Christmas Day

FLOATER HOLIDAYS – In addition to the holidays above, eligible employees may also use Pulaski Day, Columbus Day, and/or Veterans Day as floater holidays. These floater holidays may be used on alternative days with the prior approval of the Executive Director.

PAID TIME OFF (PTO)

The CIT offers eighteen (18) days of PTO to regular full-time employees per full year of employment. Eligible employees are encouraged to use PTO for vacation, to address their own medical and personal needs or those of family members, and related purposes. PTO may be used as days are accrued; however, PTO may be advanced with the approval of the Executive Director. See table below for accrual schedule:

Mo Hired	Mo Accrual Rate	Mo Days Earned
Jan	10.5	1.5
Feb	10.5	1.5
March	10.5	1.5
April	10.5	1.5
May	10.5	1.5
June	10.5	1.5
July	10.5	1.5
Aug	10.5	1.5
Sept	10.5	1.5
Oct	10.5	1.5
Nov	10.5	1.5
Dec	10.5	1.5
Total	126 hours	18 days

PTO Guidelines:

PTO should be scheduled in advance and approved in writing by the Executive Director. For unforeseen emergencies, you must contact the Executive Director immediately via phone .

A PTO form must be completed before or upon return to the office.

PTO is earned on the first day of each month.

Eligible employees may carry over up to five (5) days of unused PTO credits per calendar year every December 31st. Any other unused PTO credits expire at the end of the calendar year.

PTO may not be used before it has been earned without the written approval from the Executive Director. (Deficit PTO days will be deducted from the final paycheck.)

Upon separation of employment, the employee will be paid for any unused PTO credits at their regular rate of base pay at the time of their separation, minus all applicable withholdings and authorized or required deductions as required by applicable law.

*CIT Holidays, Jury Duty, and Bereavement Leave are not part of PTO.

JURY DUTY

Time off for jury or court subpoenaed witness duty will be allowed for all employees. If you receive a jury summons, you must inform the CIT by providing a copy of the summons to your supervisor within 10 days of the summons being issued. You also must notify your supervisor of your selection to serve on a jury or to appear as a witness as soon as possible. The CIT reserves the right to require employees to provide proof of jury duty service to the extent authorized by law. You are expected to return to work if you are excused from jury duty during regular working hours or released from jury duty earlier than expected. Time off for jury duty is unpaid.

BEREAVEMENT LEAVE

Employees who need to take time off due to the death of an immediate family member, as such term is defined below, should notify their supervisor immediately. Regular full-time employees may receive up to three (3) days per calendar year of paid-leave for Bereavement Leave. The CIT defines immediate family members as the employee's spouse, domestic partner, parent, child, sibling, grandparent or grandchild, the employee's spouse's or domestic partner's parent, child or sibling; or the employee's spouse's or domestic partner's grandparents or grandchildren.

EMPLOYEE BENEFITS

HEALTH AND WELFARE BENEFITS - All regular full-time employees shall be eligible to participate in the following health and welfare benefits, subject to the express terms of each plan:

- Medical, dental and vision insurance for employees and their dependents
- Short-term disability insurance
- Long-term disability insurance
- 401(k) savings plan

The requirements for enrollment in each of these plans vary. Information about the plans will be provided to the employee at the time of employment.

Subject to any legal requirements, the CIT reserves the right to amend, modify, alter, or terminate any or all of these plans at any time and at its sole discretion. If you have other questions regarding these benefit plans, please contact the Executive Director or his/her designee.

COMPUTERS, INTERNET, E-MAIL, AND OTHER RESOURCES

The CIT provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company's systems. Employees are hereby notified that any information contained and/or accessed on or through the CIT's phone service and/or any electronic equipment provided to the employee by the CIT is the property of the CIT and that by engaging in such use, the employees hereby acknowledge and agree that the employees do not have any privacy interest in such information.

The rules and obligations described in this policy apply to all users of the CIT's computer network, wherever they may be located, and whether or not they are employees, independent contractors, or third parties. Violations will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

It is every employee's duty to use the CIT's computer resources responsibly, professionally, ethically and lawfully.

PHONES – If available, office telephones and telephone services are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's long-distance account, conference call services, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The CIT does not provide cellular telephones to employees; however, employees whose job duties include the frequent need for a cell phone may receive extra compensation, in the form of a cell phone allowance, to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance. The Executive Director shall approve which employees within the CIT qualify for a cell phone allowance and will issue final approval on all cell phone allowances.

All employees will bear the cost of any fees associated with any change or cancellation to his or her personal cell phone contract. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

ACCEPTABLE USES OF THE INTERNET AND E-MAIL - The CIT encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are property of the CIT, and they are to be used to assist you in the performance of the CIT's business. It is permissible to use the CIT's e-mail and Internet system for incidental personal purposes if the use does not: (i) interfere with the user's work performance, (ii) interfere with any other user's work performance, (iii) have undue impact on the operation of the computer system, or (iv) violate any other provision of this policy or any other policy, guideline or standard of the CIT. Personal use of the computer system is a privilege that may be revoked at any time. Every employee has a responsibility to maintain and enhance the CIT's public image and to use the CIT's e-mail and Internet access in a productive manner.

Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the CIT. Delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It is the CIT's goal to respect the dignity of employees at all times. Because e-mail, telephone and voice mail, and internet communication equipment are provided for CIT business purposes and are critical to the CIT's success, your communications may be accessed without further notice by CIT personnel to ensure compliance with this guideline.

Employees, contractors, interns, and volunteers will be assigned an official Chicago Infrastructure Trust e-mailbox for business use while working at the CIT, in the format "firstinitiallastname@chicagoinfrastructure.org." Upon being assigned an official e-mailbox, every employee, contractor, intern, and volunteer of the CIT shall use the CIT's e-mail system for all business correspondence. Further, every employee, contractor, intern, and volunteer of the CIT who has been assigned an official e-mailbox is not permitted to use personal e-mail systems to conduct business of the CIT.

UNACCEPTABLE USES OF THE INTERNET AND E-MAIL - The CIT's e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. It also may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (such as viruses) or any other unauthorized use. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the CIT's system. No abusive, profane or offensive language may be transmitted through the CIT's e-mail or Internet system. The CIT's harassment policy applies in full to e-mail and Internet use.

Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the CIT's e-mail or Internet system or computers. The CIT reserves the right to monitor the use of its computer assets at any time without notice. Users should never consider electronic communications to be either private or secure. E-mail could potentially be stored

indefinitely on any number of computers, in addition to that of the recipient. Copies of your messages may be forwarded to others either electronically or on paper.

RULES FOR ELECTRONIC COMMUNICATIONS - Each employee is responsible for the content of all text, audio or images that he or she places on, or sends over, the CIT's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the CIT's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the CIT via the CIT's e-mail or Internet system (including bulletin board, online services or Internet sites) are statements that reflect on the CIT. Despite personal "disclaimers" in electronic messages, any statements may be tied to the CIT.

All communications sent by employees via the CIT's e-mail or Internet system must comply with all the CIT's policies and may not disclose any information that is confidential or proprietary to the CIT (as defined by the Confidential Information policy above).

If employees receive unsolicited e-mail from outside the CIT that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate website in the normal course of business, the employee should notify his or her supervisor immediately.

DOWNLOADING SOFTWARE - To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the CIT. For authorization, please contact your supervisor.

COPYRIGHT AND TRADEMARK ISSUES - Copyrighted and trademarked material that does not belong to the CIT may not be transmitted by employees on the CIT's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

Unless expressly authorized by the Executive Director of the CIT, sending, transmitting, or otherwise disseminating, proprietary data, trade secrets, or other confidential information of the CIT and its partners is prohibited.

SYSTEM SECURITY - The CIT reserves the right to routinely monitor how employees use e-mail and the Internet including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users. Despite the existence of any

passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

VIOLATIONS - Any employee who violates these rules or otherwise abuses the privilege of the CIT's e-mail or Internet system will be subject to corrective action up to and including discharge. The CIT also reserves the right to advise appropriate officials of any illegal activities.

The CIT purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the CIT does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The CIT prohibits the illegal duplication of software and its related documentation.

INTELLECTUAL PROPERTY

Any and all work materials (*e.g.*, financial models, designs, plans, presentations, ideas and data) of the CIT, and any and all work materials created for the CIT by employees or other personnel of the CIT, are the intellectual property of the CIT. Work materials should never be given to an outside firm or third-party individual except through normal channels and with prior, written authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice may be subject to disciplinary action up to, and including termination of employment.

APPENDICES

- Appendix A: Whistle-Blower Policy
- Appendix B: Non-Disclosure Agreement for Employees
- Appendix C: Employee Emergency Contact Information Form
- Appendix D: Policy Acknowledgment Forms For Signature

Appendix A

Whistle-Blower Policy

In furtherance of the ethical principles of the Chicago Infrastructure Trust (the "CIT"), the Board of Directors of the CIT hereby adopts this Whistleblower Policy effective as of October 16, 2014.

Purpose

The Board of Directors of the CIT has adopted this policy to encourage its employees to report to appropriate representatives of the CIT, without fear of retaliation, certain information relating to accounting fraud, ethics violations and other complaints. Any employee of the CIT may submit, on a confidential and anonymous basis if the employee so desires, any concerns regarding financial statement disclosures, accounting, internal accounting controls or auditing matters. The goal of this policy is to discourage illegal activity and business conduct that damages the CIT's good name, business interests, and relationship with elected officials, businesses, organized labor and taxpayers of the City of Chicago, as well as lenders, financial institutions and others doing business with the CIT, and, if it exists, to locate and correct the problem.

The CIT's internal operating controls and corporate reporting and disclosure procedures are intended to ensure compliance with applicable laws and regulations that relate to corporate reporting and disclosure, accounting and auditing controls and procedures. However, the CIT has a responsibility to investigate and report to the Board of Directors any violations of applicable legal and regulatory requirements relating to corporate reporting and disclosure, accounting and auditing controls and procedures, as well as the actions taken by the CIT to remedy such violations. Every employee of the CIT has the responsibility to assist the CIT in meeting these legal and regulatory requirements.

This policy governs the process through which employees and others, acting on behalf of the CIT, either directly or anonymously, can notify the appropriate representatives of the CIT and/or the CIT's Board of Directors of potential violations or concerns. In this regard, you should know that the Board of Directors is totally independent of CIT management. In addition, this policy establishes a mechanism for responding to, and keeping records of, any complaints from employees and others regarding such potential violations or concerns.

Scope of Matters by this Policy

This policy relates to employee complaints relating to any questionable accounting or auditing or ethics matters, including:

- fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of the CIT;
- fraud or deliberate error in the recording and maintaining of financial records of the CIT;
- deficiencies in or noncompliance with the CIT's internal accounting controls;
- misrepresentations or false statements to, or by a senior officer or accountant regarding a matter contained in the financial records, financial reports or audit reports of the CIT; or
- deviation from full and fair reporting of the CIT's financial condition.

Confidentiality of Complaints

The CIT will treat all complaints by employees as confidential. The CIT will keep confidential the identity of any employee making a complaint under this policy until a formal investigation is commenced. Thereafter, the identity of the employee making the complaint may be kept confidential, if requested, unless such confidentiality is incompatible with a fair investigation, or unless there is an overriding reason for identifying or otherwise disclosing the identity of the employee making the complaint, or unless disclosure of the identity of the employee is required by law. Where disciplinary proceedings are invoked against any individual as a result of a complaint under this policy, the CIT will normally require that the name of the person making the complaint be disclosed to the person subject to such proceedings. The CIT encourages employees to put their names to any complaint they make, but any employee may also make an anonymous complaint pursuant to the procedures set forth below. In responding to an anonymous complaint, the CIT will pay due regard to fairness to any individual named in the complaint, the seriousness of the issue raised, the credibility of the information or allegations in the complaint, and the prospect of an effective investigation. Investigations will be conducted as quickly as possible, taking into account the nature and complexity of the complaint and the issues raised.

Complaint Procedures

Whenever a CIT director, officer or employee or a third party has ethics concerns regarding possible violations of the CIT's ethical principles, violations of law or regulations, accounting and auditing issues, fraud or other corporate misconduct, that person should consult with the Executive Officer of the CIT, or, alternatively, that person may communicate directly with the Chairman of the CIT's Board of Directors. All communications of ethics concerns will, to the extent described above, be treated as confidential and will be promptly addressed.

Protection from Retaliation

The CIT prohibits retaliation by, or on behalf of, the CIT against employees or other third parties for making good-faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The CIT reserves the right to discipline persons who make bad-faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

Appendix B

EMPLOYEE NONDISCLOSURE AGREEMENT

In consideration of my acceptance of employment with the Chicago Infrastructure Trust, an Illinois not-for-profit corporation having an office at 35 East Wacker Drive, Suite 1450, Chicago, IL 60601 (the "CIT"), for which I will be paid compensation for my services, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of the CIT's Rights; Nondisclosure.

I recognize that the CIT possesses, and will continue to possess, information that has been created, developed or otherwise become known to the CIT (including, without limitation, information created by, developed by, or made known to, me during the period of, or arising out of, my employment with the CIT) and/or in which property rights have been assigned, licensed or otherwise conveyed to the CIT, which information has commercial value in the business in which the CIT is engaged.

I recognize that during the period of, or arising out of, my employment with the CIT, I will be given access to, or knowledge of, certain Proprietary Information (as defined below) and Third Party Information (as defined below) (Proprietary Information, Third-Party Information, and other confidential or non-public information (whether or not specifically labeled or identified as confidential) of the CIT, the City of Chicago (or any of its sister agencies), or their respective affiliates, officers, employees, or agents is collectively referred to as "Confidential Information").

At all times during my employment, and at all times after the termination of my employment, I will hold in strictest confidence and will not, directly or indirectly, disclose, use, distribute or publish any of the CIT's Confidential Information (as defined below) that I may produce or otherwise acquire or have access to during the course of my employment, except as expressly provided herein. I further agree not to reproduce, or in any way allow, any such Confidential Information to be delivered to or used by any third party without specific written direction or written consent of a duly authorized representative of the CIT. I hereby assign to the CIT (or its designee) any rights I may have or acquire in the CIT's Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the CIT and its assigns and designees. I further agree that if I am served with subpoena or other compulsory judicial administrative process calling for production of Confidential Information, I will immediately notify the CIT in order that it may take such action as it deems necessary to protect its interests.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the CIT or the City of Chicago (or any of its sister agencies) or any of their affiliates, including, without limitation, the information described in the first paragraph of Section 1.1 above. By way of illustration but not limitation, "Proprietary Information" includes CIT and City of Chicago (a) trade secrets, inventions, ideas, processes, formulas, data, programs, copyrights, other works of authorship, trademarks, service marks, trade names, know-how, improvements, discoveries, developments, designs, techniques and the like; (b) information regarding plans for industrial development, research, development, new products, new projects, sharing of business plans or project plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and third-party contractors; and (c) information regarding the skills,

functions and compensation of employees, in each case, of the CIT, the City of Chicago, or any of their affiliates.

1.3 Third-Party Information. I understand, in addition, that the CIT, the City of Chicago, and their affiliates have received, and in the future will receive, from third parties confidential or proprietary information ("Third-Party Information") subject to a duty on their part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and at all times thereafter, I will hold Third-Party Information in the strictest confidence and will not disclose to anyone (other than CIT personnel or agents who need to know such information in connection with their work for the CIT or as may be required by law or civil process) or use, except in connection with my work for the CIT, Third-Party Information unless expressly authorized by the Board of Directors or the Chief Executive Officer of the CIT in writing.

1.4 No Improper Use of Information of Prior or Current Employers and Others. During my employment with the CIT, I will not improperly use or disclose any confidential information or trade secrets, if any, of any current or former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the CIT or any of its affiliates any unpublished documents or any property belonging to any current or former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that current or former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the CIT or one of its affiliates.

2. NO CONFLICTING OBLIGATION. My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the CIT will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound. I agree that I will not enter into any agreement, either written or oral, in conflict herewith.

3. RETURN OF CIT PROPERTY. The CIT may require the return, destruction, or disposal of any or all Confidential Information at any time, and for any or no reason, during the term of this Agreement. Upon request of the CIT (at any time) or upon termination of my employment by the CIT, I will deliver to the CIT (or its designee) any and all property of the CIT, the City of Chicago, or their affiliates, including, without limitation: Confidential Information and any summaries, excerpts, and abstracts of such, drawings, data, notes, memoranda, records, specifications, devices (including, without limitation, computers, cell phones and all other equipment), formulas, and documents, together with all copies thereof, including copies stored electronically, and any other material containing or disclosing any Confidential Information. I further agree that any property situated on the premises of the CIT, the City of Chicago, or their affiliates and owned by the CIT, the City of Chicago, or their affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the CIT, the City of Chicago, or their affiliates at any time with or without notice. Prior to or upon termination of my employment, I will cooperate with the CIT in completing and signing a reasonable form of termination statement, including confirmation of my compliance with my obligations in this Section 4 and all other obligations herein.

4. LEGAL AND EQUITABLE REMEDIES.

4.1. Because I will have access to, and become acquainted with, Confidential Information during the course of my employment, and because the CIT and/or its affiliates will suffer immediate and irreparable harm if I do not abide by my obligations in this Agreement (and the damage to the CIT and/or its affiliates will be difficult to measure and financial relief will be incomplete), the CIT and/or its affiliates shall have the right to enforce this Agreement and any of its provisions by temporary, preliminary or permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other legal or equitable rights and remedies that the CIT may have for a breach of this Agreement.

4.2. Nothing in this Agreement or any other policies of the CIT shall prohibit or restrict me or my attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Agreement prohibits or restricts me from initiating communications with, or responding to, any inquiry from any regulatory or supervisory authority regarding any good-faith concerns about possible violations of law or regulation. Pursuant to 18 U.S.C. § 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the CIT that (A) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to my attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If I file a lawsuit for retaliation by the CIT for reporting a suspected violation of law, I may disclose the trade secret to my attorney and use the trade secret information in the court proceeding; if I file any document containing the trade secret under seal, and do not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

5. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, if sent by overnight delivery through a nationally recognized overnight delivery service to the appropriate address, one (1) day after the date of sending, or if sent by certified or registered mail (return receipt requested) to the appropriate address, three (3) days after the date of mailing.

6. NOTIFICATION OF EMPLOYER. Upon termination of my employment by the CIT, I hereby consent to the CIT notifying any then-current or future employer of my rights and obligations under this Agreement.

7. NO EMPLOYMENT CONTRACT; EMPLOYMENT AT WILL. I hereby acknowledge and agree that this Agreement, and any written offer of employment from the CIT, do not individually or collectively constitute a contract for employment for any certain term, and unless the parties to this Agreement agree in writing to the contrary, my employment relationship with the CIT is deemed and understood to be “at will,” subject to the rules and policies of the CIT as may be changed from time to time.

8. GENERAL PROVISIONS.

8.1 Governing Law; Consent to Personal Jurisdiction. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN COOK COUNTY, ILLINOIS, AND THE PARTIES IRREVOCABLY AGREE TO THE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND I HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

8.2 Severability. If any provision of this Agreement shall be held or declared to be invalid or unenforceable, such invalid or unenforceable provision shall not affect any other provision of this Agreement, the remainder of this Agreement, and my obligations hereunder, shall continue in full force and effect as though such provision had not been contained in this Agreement, and, if permitted under applicable rules of instruction and interpretation, such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law.

8.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the CIT, its successors, assigns and affiliates. I agree that I am not permitted to assign any of my rights or obligations under this Agreement. The obligations of the CIT hereunder shall inure to the benefit of, and be binding on, its successors or permitted assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets (it being understood and agreed that the CIT may assign this Agreement without my consent to (i) any of its affiliates and/or (ii) to a purchaser of all, or substantially all, of its business or assets).

8.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the CIT to any successor in interest or other assignee.

8.5 Continued Service. I agree and understand that nothing in this Agreement shall interfere in any way with my right or the CIT's right to terminate my employment at any time, for any reason. I agree to abide by the CIT's rules, regulations, policies and practices as revised from time to time.

8.6 Waiver. No waiver by the CIT of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the CIT of any right under this Agreement shall be construed as a waiver of any other right. The CIT shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8.7 Entire Agreement. The obligations pursuant to Section 1 of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the CIT as an employee or independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, along with the other documents entered into concurrently herewith, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or other compensation will not affect the validity or scope of this Agreement.

8.8 Fees. If the CIT is required to, and successfully does, enforce this Agreement, I will reimburse the CIT for its actual costs incurred in such enforcement, including, without limitation, attorneys' fees.

8.9 Interpretation. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation". The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. The term "person" means a person or entity of any kind. No rule of construction shall be applied to this Agreement to the effect that it should be construed strictly against the drafter thereof.

Employee Name (Please Print)

Signature

Date

Appendix C

Employee Emergency Information Form

Please provide a completed and signed copy of this form to the Office Manager

Employee's Personal Information	
Name	
Street Address	
Home Phone	
Mobile Phone	

Emergency Contact 1	
Name	
Relationship	
Work Phone	
Home Phone	
Mobile Phone	
E-Mail	

Emergency Contact 2	
Name	
Relationship	
Work Phone	
Home Phone	
Mobile Phone	
E-Mail	

Signature

Date

Appendix D

Policy Acknowledgment Forms For Signature

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of the employee handbook. I understand that I am to read, and become familiar with, the contents. If I have questions, I understand that I should talk to my supervisor, or the Executive Director.

Further, I understand that:

This handbook is not intended, nor does it create promises or representations of continued employment. Every employee has an at-will relationship with the CIT. This means that I am free to resign my employment at any time, just as the CIT is free to terminate my employment, for any or no reason, with or without cause or the use of progressive discipline, at any time.

This manual represents a summary of the more important guidelines of the CIT at the time of publication, and is not intended to be all-inclusive. In all instances, the benefit plan, CIT documents and master contracts, as appropriate, are the governing documents. The employee handbook, personnel policies, benefit plan, any CIT agreements, or master contracts are not employment contracts.

Apart from our policy of at-will employment and those policies required by law, the CIT may change its policies or practices at any time without prior notice. I understand the CIT may terminate an employee at any time with or without notice.

Further, I understand that this document will become a part of my personnel file.

Employee Name (Please Print)

Signature

Date

E-MAIL AND INTERNET POLICY ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the Chicago Infrastructure Trust’s (“the CIT”) e-mail and Internet Policy. I agree to read it thoroughly, and agree that, if there is any policy or provision in the policy I do not understand, I will seek clarification from my supervisor or the Executive Director.

I understand that my use of the CIT’s e-mail system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that I have no expectation of privacy in connection with the use of the e-mail system or the Internet or with the transmission, receipt, or storage of information in that system.

I acknowledge and consent to the CIT’s monitoring my use of the e-mail system and the Internet at any time at its discretion, including printing and reading all e-mail messages entering, leaving, or stored in the system.

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgment form and return it to the Executive Director.

Employee Name (Please Print)

Signature

Date

ANTI-HARASSMENT POLICY ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the Chicago Infrastructure Trust’s Policy Statement on Anti-Harassment. I agree to read it thoroughly, and agree that, if there is any policy or provision in the policy I do not understand, I will seek clarification from my supervisor or the Executive Director.

I understand that it is my responsibility to abide by all the terms and conditions of that policy.

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgment form and return it to the Executive Director.

Employee Name (Please Print)

Signature

Date

ANNUAL POLICY ACKNOWLEDGMENT RENEWAL FORM

The undersigned has reviewed the following Policies of the Chicago Infrastructure Trust and hereby certifies that he/she understands such Policies, has complied with such Policies, and undertakes to comply with such Policies, for so long as the undersigned is an employee, officer or director of the Chicago Infrastructure Trust:

- Conflict of Interest, Code of Business Ethics & Conduct, and Confidentiality Policy;
- Discrimination and Sexual Harassment Policy; and
- Whistle-Blower Policy.

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgment form and return it to the Executive Director.

Employee Name (Please Print)

Signature

Date