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**NORTH & TALMAN III LIMITED PARTNERSHIP
REDEVELOPMENT AGREEMENT**

BY AND AMONG

THE CITY OF CHICAGO

AND

NORTH & TALMAN III LIMITED PARTNERSHIP

AND

HISPANIC HOUSING NT III, LLC

AND

HISPANIC HOUSING DEVELOPMENT CORPORATION

This agreement was prepared by
and after recording return to:
Judith A. El-Amin, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

Box 430

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TABLE OF CONTENTS

SECTION 1. RECITALS	4
SECTION 2. DEFINITIONS	4
SECTION 3. THE PROJECT	8
3.01 <u>The Project</u>	8
3.02 <u>Scope Drawings and Plans and Specifications</u>	9
3.03 <u>Project Budget</u>	9
3.04 <u>Change Orders</u>	9
3.05 <u>HED Approval</u>	10
3.06 <u>Other Approvals</u>	10
3.07 <u>Progress Reports and Survey Updates</u>	10
3.08 <u>Inspecting Agent or Architect</u>	10
3.09 <u>Barricades</u>	10
3.10 <u>Signs and Public Relations</u>	11
3.11 <u>Utility Connections</u>	11
3.12 <u>Permit Fees</u>	11
3.13 <u>Conveyance of City Parcel</u>	11
SECTION 4. FINANCING	11
4.01 <u>Total Project Cost and Sources of Funds</u>	11
4.02 <u>Developer Funds</u>	11
4.03 <u>City Funds</u>	12
4.04 <u>Construction Escrow and City Loan; Requisition Form</u>	12
4.05 <u>Treatment of Prior Expenditures</u>	12
4.06 <u>Cost Overruns</u>	13
4.07 <u>Preconditions of Disbursement; Execution of Certificate of Expenditure</u>	13
4.08 <u>Conditional Grant</u>	14
SECTION 5. CONDITIONS PRECEDENT	14
5.01 <u>Project Budget</u>	14
5.02 <u>Scope Drawings and Plans and Specifications</u>	14
5.03 <u>Other Governmental Approvals</u>	14
5.04 <u>Financing</u>	14
5.05 <u>Acquisition and Title</u>	15
5.06 <u>Evidence of Clean Title</u>	15
5.07 <u>Surveys</u>	15
5.08 <u>Insurance</u>	15
5.09 <u>Opinion of the Developer's Counsel</u>	16
5.10 <u>Evidence of Prior Expenditures</u>	16
5.11 <u>Financial Statements</u>	16
5.12 <u>Documentation</u>	16
5.13 <u>Environmental</u>	16

5.14	<u>Corporate Documents; Economic Disclosure Statement</u>	16
5.15	<u>Litigation</u>	16
SECTION 6. AGREEMENTS WITH CONTRACTORS.....		17
6.01	<u>Bid Requirement for General Contractor and Subcontractors</u>	17
6.02	<u>Construction Contract</u>	17
6.03	<u>Performance and Payment Bonds</u>	17
6.04	<u>Employment Opportunity</u>	17
6.05	<u>Other Provisions</u>	17
SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION.....		18
7.01	<u>Certificate of Completion of Construction</u>	18
7.02	<u>Effect of Issuance of Certificate; Continuing Obligations</u>	18
7.03	<u>Failure to Complete</u>	19
7.04	<u>Notice of Expiration of Term of Agreement</u>	19
SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.....		19
8.01	<u>General</u>	19
8.02	<u>Covenant to Redevelop</u>	23
8.03	<u>Redevelopment Plan</u>	23
8.04	<u>Use of City Funds</u>	23
8.05	<u>Other Bonds [Omitted Intentionally]</u>	23
8.06	<u>Job Creation and Retention: Covenant to Remain in the City [Omitted Intentionally]</u>	23
8.07	<u>Employment Opportunity; Progress Reports</u>	24
8.08	<u>Employment Profile</u>	24
8.09	<u>Prevailing Wage</u>	24
8.10	<u>Arms-Length Transactions</u>	24
8.11	<u>Conflict of Interest</u>	24
8.12	<u>Disclosure of Interest</u>	25
8.13	<u>Financial Statements</u>	25
8.14	<u>Insurance</u>	25
8.15	<u>Non-Governmental Charges</u>	25
8.16	<u>Developer's Liabilities</u>	26
8.17	<u>Compliance with Laws</u>	26
8.18	<u>Recording and Filing</u>	26
8.19	<u>Real Estate Provisions</u>	26
8.20	<u>Affordable Housing Covenant</u>	28
8.21	<u>Survival of Covenants</u>	29
8.22	<u>Participation in City Beautification Efforts [Omitted Intentionally]</u>	29
8.21	<u>Public Benefit Program [Omitted Intentionally]</u>	29
SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY.....		30
9.01	<u>General Covenants</u>	30
9.02	<u>Survival of Covenants</u>	30

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS.....	30
10.01 <u>Employment Opportunity</u>	30
10.02 <u>City Resident Construction Worker Employment Requirement</u>	31
10.03 <u>MBE/WBE Commitment</u>	33
SECTION 11. ENVIRONMENTAL MATTERS.....	35
SECTION 12. INSURANCE	36
SECTION 13. INDEMNIFICATION	40
13.01 <u>General Indemnity</u>	40
SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT	40
14.01 <u>Books and Records</u>	40
14.02 <u>Inspection Rights</u>	41
SECTION 15. DEFAULT AND REMEDIES	41
15.01 <u>Events of Default</u>	41
15.02 <u>Remedies</u>	41
15.03 <u>Curative Period</u>	42
SECTION 16. MORTGAGING OF THE PROJECT	43
SECTION 17. NOTICE	44
SECTION 18. MISCELLANEOUS	45
18.01 <u>Amendment</u>	45
18.02 <u>Entire Agreement</u>	45
18.03 <u>Limitation of Liability</u>	45
18.04 <u>Further Assurances</u>	45
18.05 <u>Waiver</u>	45
18.06 <u>Remedies Cumulative</u>	46
18.07 <u>Disclaimer</u>	46
18.08 <u>Headings</u>	46
18.09 <u>Counterparts</u>	46
18.10 <u>Severability</u>	46
18.11 <u>Conflict</u>	46
18.12 <u>Governing Law</u>	46
18.13 <u>Form of Documents</u>	46
18.14 <u>Approval</u>	46
18.15 <u>Assignment</u>	46
18.16 <u>Binding Effect</u>	47
18.17 <u>Force Majeure</u>	47
18.18 <u>Exhibits</u>	47
18.19 <u>Business Economic Support Act</u>	47
18.20 <u>Venue and Consent to Jurisdiction</u>	47
18.21 <u>Costs and Expenses</u>	47

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RECORDER OF DEEDS
SCANNED BY _____

LIST OF EXHIBITS

Exhibit A	*Redevelopment Area
Exhibit B	*Property
Exhibit C	*TIF-Funded Improvements
Exhibit D	Redevelopment Plan
Exhibit E	*Financing for the Project
Exhibit F-1	Construction Contract
Exhibit F-2	Escrow Agreement
Exhibit G	*Permitted Liens
Exhibit H-1	*Project Budget
Exhibit H-2	*MBE/WBE Budget
Exhibit I	Approved Prior Expenditures
Exhibit J	Opinion of Developer's Counsel
Exhibit K	*Preliminary TIF Projection -- Real Estate Taxes
Exhibit L	Requisition Form
Exhibit M	*Form of City Note
Exhibit N	Form of Subordination Agreement
Exhibit O	Form of Payment Bond

(An asterisk(*) indicates which exhibits are to be recorded.)

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This agreement was prepared by and
after recording return to:
Judith A. El-Amin, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

**NORTH & TALMAN III LIMITED PARTNERSHIP
REDEVELOPMENT AGREEMENT**

This North & Talman III Limited Partnership Redevelopment Agreement (this "**Agreement**") is made as of this 22nd day of December, 2011, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Housing and Economic Development ("**HED**"), North & Talman III Limited Partnership, an Illinois limited partnership (the "**Owner**"), Hispanic Housing NT III, LLC, an Illinois limited liability company (the "**LLC**" and with the Owner, the "**Developer**"), and Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("**Hispanic Housing**"), the sole member of the LLC.

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "**State**"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Humboldt Park Commercial Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois Designating the Humboldt Park Commercial Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;" and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Humboldt Park Commercial Redevelopment Project Area" (the "TIF Adoption Ordinance", which together with items (1)-(2) collectively referred to herein as the "**TIF Ordinances**"). The redevelopment project area referred to above (the "**Redevelopment Area**") is legally described in Exhibit A hereto.

D. The Project: The sole general partner of the Owner is North and Talman III Corporation, an Illinois corporation (the "**General Partner**"). The LLC is the sole shareholder of General Partner. Hispanic Housing will acquire a certain parcel of real property generally located at 2656 West North Avenue, Chicago, Illinois 60647 from the City located within the Redevelopment Area (the "**City Parcel**"). In addition, Hispanic Housing owns certain parcels adjacent to the Redevelopment Area ("**Hispanic Housing Parcels**" with the City Parcel are collectively referred to as the "**Property**"), all of which are described on Exhibit B hereto. Pursuant to an ordinance adopted by the City Council on September 1, 2004 and a certain Agreement for the Sale and Redevelopment of Land (the "**Original Disposition Redevelopment Agreement**") by and between the City and Hispanic Housing, dated December 1, 2004, as amended by the First Amendment to the Agreement for Sale and Redevelopment of Land, dated as of July 2, 2007 (the "**First Amendment**"), as amended by the Second Amendment to Agreement for the Sale and Redevelopment of Land and Partial Release, which is dated concurrently herewith but recorded prior hereto (the "**Second Amendment and Partial Release**" together with the Original Disposition Redevelopment Agreement and the First Amendment are collectively, the "**Disposition Redevelopment Agreement**") the City is authorized to sell the City Parcel to Hispanic Housing at a "**Discounted Sale**" price of \$1.00, as that term is defined in 47 Ill. Admin. Code Section 355.306 (2010). Upon acquiring title to the City Parcel, Hispanic Housing will sell and convey the Property to the Owner on or prior to the Closing Date at its appraised fair market value. Within the time frames set forth in Section 3.01 hereof, the Developer will commence and complete the following activities: partial renovation and adaptive reuse of a vacant four-story warehouse located on the City Parcel into a five-story 27-unit apartment building, with a basement that will include space for shared laundry facilities, an approximately 465 square foot community room/fitness room, bicycle storage, and resident storage lockers (the "**Facility**"), and new construction of three two-flats with 6 rental units (the "**Two-Flats**") and off-street parking spaces on the Hispanic Housing Parcels, for a total of thirty-three (33) units. Twenty-four (24) rental units in the Facility shall be affordable rental units in the Redevelopment Area (i.e., for households with incomes of 60% or less of AMI (as defined below), the "**Affordable TIF Units**") and three (3) of the rental units in the Facility shall be rental units available to households with incomes between 61% and 80% or

less of AMI (the "TIF Units"). The Affordable TIF Units and the TIF Units in the Facility will be as follows: two (2) of the one-bedroom units, one (1) two-bedroom units, and one (1) three-bedroom units are for households earning thirty percent (30%) or less of AMI; two (2) of the one-bedroom units and one (1) of the two-bedroom units are for households earning between thirty-one percent (31%) and forty percent (40%) of AMI; four (4) of the one-bedroom units and four (4) of the two-bedroom units are for households earning between forty-one (41%) and fifty percent (50%) of AMI; four (4) of the one-bedroom units and five (5) of the two-bedroom units are for households earning between fifty-one percent (51%) and sixty percent (60%) of AMI; and two (2) of the one-bedroom units and one (1) of the two-bedroom units are for households earning between sixty-one percent (61%) and eighty percent (80%) of AMI. With respect to the Two-Flats, one (1) three-bedroom unit will be for a household earning between thirty-one percent (31%) and forty percent (40%) of AMI; three (3) of the three-bedroom units are for households earning between forty-one (41%) and fifty percent (50%) of AMI; one (1) three-bedroom unit will be for a household earning between fifty-one percent (51%) and sixty percent (60%) of AMI; and one (1) three-bedroom unit will be for a household earning between sixty-one percent (61%) and eighty percent (80%) or less of AMI. The Facility, the Two-Flats and related improvements are collectively referred to herein as the "**Project.**" The portion of the Project located within the Redevelopment Area, consisting of the Facility (excluding the rental units that do not qualify as Affordable TIF Units) and related improvements on the City Parcel, is referred to herein as the "**TIF Project.**" The TIF Project includes, but is not limited to, those TIF-Funded Improvements as defined below and set forth on Exhibit C. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. But for the Developer's execution of this Agreement, the City would be unwilling to convey of the City Parcel to Hispanic Housing or provide any City Funds (as described in Section 4.03(b)) or other City financing to the LLC for the Project.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the TIF Project also will be carried out in accordance with the City of Chicago Humboldt Park Commercial Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "**Redevelopment Plan**"), attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, the proceeds of the City Note (defined below) and the interest thereon, to pay for or reimburse the LLC for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

G. Prior TIF Financing: Pursuant to an ordinance adopted by the City Council on June 8, 2005, the City entered into a redevelopment agreement with La Estancia Limited Partnership, dated November 28, 2005, whereby the City pledged certain Incremental Taxes (as hereinafter defined) for the payment of a portion or all of redevelopment project costs in connection with the LaEstancia Project in an amount not to exceed \$1,555,485 (the "**LaEstancia Obligation**").

Pursuant to an ordinance adopted by the City Council on December 13, 2006, the City entered into a redevelopment agreement with North and Talman Elderly Limited Partnership ("**North and Talman II Original RDA**"), an affiliate of North and Talman III Limited Partnership, dated August 8, 2007, as amended by the First Amendment between the City and the North and

Talman Elderly Limited Partnership, which is dated and recorded concurrently herewith (the "**First Amendment**" with the North and Talman II Original RDA, are collectively referred to herein as the "**North and Talman II RDA**"), whereby the City pledged certain Incremental Taxes for the payment of a portion or all of redevelopment project costs in connection with the North and Talman Elderly Project in an amount not to exceed \$2,450,000 (the "**North and Talman II Obligation**").

Pursuant to an ordinance adopted by the City Council on February 10, 2010, the City entered into a TIF Neighborhood Improvement Program Agreement with Neighborhood Housing Services of Chicago, Inc., dated May 6, 2010, whereby the City pledged certain Incremental Taxes for the Program, as defined therein, in an amount not to exceed \$1,000,000 (the "**NIP Obligation**")

Pursuant to an ordinance adopted by the City Council on February 9, 2011, the City entered into an intergovernmental agreement with the Public Building Commission of Chicago dated as of April 1, 2011, whereby the City pledged certain Incremental Taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the Humboldt Park branch library in the amount of \$4,500,000 (the "**Library Obligation**")

Pursuant to an ordinance adopted by the City Council on September 8, 2011, the City will enter into a redevelopment agreement with Saints Mary and Elizabeth Medical Center, an Illinois not for profit corporation ("SMEMC") and Resurrection University, an Illinois not for profit corporation dated as of October 31, 2011; whereby the City will pledge certain Incremental Taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the renovation of a building for a nursing and other healthcare related higher education facility in the amount not to exceed \$4,738,179 (the "**Resurrection University Obligation**").

The Developer acknowledges that the LaEstancia Obligation, the North & Talman Phase II Obligation, the NIP Obligation, the Library Obligation, and the Resurrection University Obligation are prior liens (collectively, the "**Prior TIF Liens**") on the Humboldt Park Commercial Redevelopment Project Area TIF Fund and that the LLC has no claim on any monies except for monies which are Available Incremental Taxes (as defined herein).

H. North and Talman Elderly Limited Partnership Redevelopment Agreement and Landsale Agreement WBE Shortfall Settlement. The general contractor for North and Talman Phase II (as defined in Section 2 herein) pursuant to the North and Talman II RDA and the Land Sale Agreement failed to meet the required percentage of hard construction work performed by Women-Owned Businesses certified by the City in the amount of \$307,545 (2.7% deficiency) (the "**WBE Shortfall**"). In settlement of the WBE Shortfall, the City, North and Talman Elderly Limited Partnership and North & Talman III Limited Partnership have agreed that the General Contractor for North & Talman Phase III will increase the amount of hard construction costs expended by Women-Owned Business Enterprises certified by the City on North & Talman Phase III above the four percent (4%) of the hard construction costs for North and Talman Phase III, which is further detailed in the North and Talman II RDA and the

9-6-11

Disposition Redevelopment Agreement, which is dated and recorded concurrently herewith (the "**North and Talman Phase II WBE Shortfall Settlement**").

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Affordable TIF Units" shall have the meaning set forth in the Recitals hereof.

"AMI" shall mean the area median income of Chicago.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements (**Section 8.13**); (2) delivery of updated insurance certificates, if applicable (**Section 8.14**); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); (4) delivery of evidence of compliance with Affordable Housing Covenant (**Section 8.20**); and (5) compliance with all other executory provisions of the RDA.

"Available Incremental Taxes" shall mean an amount up to \$2,358,496, plus interest, from the Incremental Taxes deposited in the Humboldt Park Commercial Redevelopment Project Area TIF Fund after payment has been made for the Prior TIF Liens.

"Bridge Loan Provider" means Local Initiatives Support Corporation ("**LISC**") or another entity acceptable to the HED Commissioner.

"Certificate" shall mean the Certificate of Completion of Construction described in **Section 7.01** hereof.

“Certificate of Expenditure” shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

“Change Order” shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in **Section 3.03**, **Section 3.04** and **Section 3.05**, respectively.

“City Council” shall have the meaning set forth in the Recitals hereof.

“City Funds” shall mean the funds paid to the LLC as described in **Section 4.03(b)** hereof.

“City Note” shall mean the City of Chicago Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project Area), Taxable Series 2011 to be in the form attached hereto as **Exhibit M**, in the maximum principal amount of \$2,058,496, issued by the City to the LLC on the Closing Date, bearing interest at the City Note Interest Rate, and as more fully described in **Section 4.03** hereof.

“City Note Interest Rate” shall mean an annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg on the last business day prior to the date of issuance of City Note B plus 125 basis points, but in no event exceeding eight and one-half percent (8.5%) per annum.

“Closing Date” shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

“Construction Contract” shall mean that certain contract, substantially in the form attached hereto as **Exhibit F-1**, to be entered into between the Developer and the General Contractor providing for construction of the Project.

“Construction Lender” shall mean Bank of America, N.A. or another entity acceptable to the HED Commissioner.

“Corporation Counsel” shall mean the City's Office of Corporation Counsel.

“Disposition Redevelopment Agreement” shall have the meaning as defined in the Recitals hereof.

“Employer(s)” shall have the meaning set forth in **Section 10** hereof.

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called

9-6-11

"Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago (as defined below), including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

"**Equity**" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns).

"**Escrow**" shall mean the construction escrow established pursuant to the Escrow Agreement.

"**Escrow Agreement**" shall mean the Escrow Agreement or similarly named document establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's Lender(s), substantially in the form of **Exhibit F-2** attached hereto.

"**Event of Default**" shall have the meaning set forth in **Section 15** hereof.

"**Facility**" shall have the meaning set forth in the Recitals hereof.

"**Financial Statements**" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"**General Contractor**" shall mean Tropic Construction Corp. or another entity approved by HED.

"**General Partner**" shall mean North and Talman III Corporation, or an affiliate of Hispanic Housing.

"**Hazardous Materials**" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"**Humboldt Park Commercial Redevelopment Area TIF Fund**" shall mean the special tax allocation fund created by the City in connection with the Humboldt Park Commercial Redevelopment Area into which the Incremental Taxes will be deposited.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Humboldt Park Commercial Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Initial Completion of the Project” shall mean that 50% of the Project has been completed as demonstrated by Contractor’s Sworn Statements and Architect Completion Certificates and 30% of the MBE goal and 30% of the WBE goal (inclusive of the WBE Shortfall) have been achieved for North & Talman Phase III.

“Lenders” shall mean those funding sources identified as lenders in **Financing for the Project, Exhibit E**, attached hereto.

“Lender Financing” shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in **Section 4.01** hereof.

“Limited Partner” shall mean Bank of America, N.A., a national banking association, or an affiliate thereof and its successors and assigns as permitted under Section 8.01(j) hereof.

“MBE(s)” shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“Municipal Code” shall mean the Municipal Code of the City of Chicago.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

“North and Talman Phase II” means the project located generally at 2634-44 North Avenue, Chicago, Illinois developed by North and Talman Elderly Limited Partnership as affordable housing rental units for residents who are 55 years and older.

“North and Talman Phase II WBE Settlement” shall have the meaning set forth in the Recitals hereof.

“North & Talman Phase III” means the Project described in the Recitals hereof.

“Other Financing” shall mean those funds set forth in Paragraph B of **Exhibit E**, attached hereto hereof.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit G** hereto.

9-6-11

Plans and Specifications” shall mean construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

Prior Expenditure(s)” shall have the meaning set forth in **Section 4.05** hereof.

Project” shall have the meaning set forth in the Recitals hereof.

Project Budget” shall mean the budget attached hereto as **Exhibit H-1**, showing the total cost of the Project by line item, furnished by the Developer to HED, in accordance with **Section 3.03** hereof.

Property” shall have the meaning set forth in the Recitals hereof.

Redevelopment Area” shall have the meaning set forth in the Recitals hereof.

Redevelopment Plan” shall have the meaning set forth in the Recitals hereof.

Redevelopment Project Costs” shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

Requisition Form” shall mean the document, in the form attached hereto as **Exhibit L**, to be delivered by the Developer to HED pursuant to **Section 4.04** of this Agreement.

Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

Special Limited Partner” shall mean Banc of America CDC Special Holding Company, Inc., or an affiliate thereof and its successors and assigns as permitted under **Section 8.01(i)** hereto.

Survey” shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on December 31, 2024, the date that the Redevelopment Area expires.

TIF-Funded Improvements” shall mean those improvements of the TIF Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan

and (iii) the City has agreed to reimburse and/or pay for out of the City Funds, subject to the terms of this Agreement. **Exhibit C** lists the TIF-Funded Improvements for the TIF Project.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"TIF Project" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Title Services, Inc.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company in favor of the Owner.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of **Section 18.17** hereof: (i) commence construction no later than six months after the Closing Date and (ii) complete construction and conduct business operations therein no later than June 30, 2013.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to HED for the Project and HED has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to HED as a Change Order pursuant to **Section 3.04** hereof. The Scope Drawings and Plans and Specifications for the TIF Project shall at all times conform to the Redevelopment Plan. The Scope Drawings and Plans and Specifications for the Project shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount not less than Fourteen Million Four Hundred Eleven Thousand Three Hundred Ninety-Two and No/100 Dollars (\$14,411,392). Of this amount, the Developer has projected that the total cost for the TIF Project will be an amount not less than Six Million Eight Hundred Seventy-Two Thousand Nine Hundred Thirty-Two Dollars (\$6,872,932) (the "**TIF Project Budget**"), as reflected on **Exhibit C**. The Developer

hereby certifies to the City that (a) it has Lender Financing, Equity and/or Other Financing, in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to HED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to **Section 3.04** hereof.

3.04 Change Orders. (a) All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) that individually or in the aggregate (a) reduce the square footage of the Facility, (b) result in a delay of completion of the Project in excess of 90 days, (c) changes the basic use of the Project, or (d) permanently increase or decrease any line item in the Project Budget must be submitted by the Developer to HED for HED's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order described in (a), (b), (c) or (d) above, or the furnishing of materials in connection therewith, prior to the receipt by the Developer of HED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

(b) The Developer must provide HED with copies of all HED-approved Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project concurrently with the progress reports described in **Section 3.07** hereof.

3.05 HED Approval. Any approval granted by HED of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of **Section 5.03** (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals, and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide HED with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring HED's written approval pursuant to **Section 3.04**). The Developer shall provide three (3) copies of an updated Survey to HED upon the request of HED or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by HED shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project. At the

Developer's option, the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed by the State of Illinois, or an inspecting agent of HED.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago, except as such fees are waived by the City pursuant to the ordinance adopted by the City Council authorizing, among other things, the City's execution of this Agreement.

3.13 Conveyance of City Parcel. The following provisions shall govern the City's conveyance of the City Parcel to Hispanic Housing.

(a) **Purchase Price.** The City hereby agrees to sell, and Hispanic Housing hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement and the Donation Tax Credit Agreement, the City Parcel, for the land write down amount of One and no/100 Dollar (\$1.00) (the "Purchase Price"), which is to be paid to the City on or before the Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. Hispanic Housing shall pay all escrow fees and other title insurance fees, premiums and closing costs. Hispanic Housing acknowledges and agrees that (i) the Purchase Price is based on an appraisal prepared in 2011, as amended via an addendum issued in December 2011, valued at approximately Three Hundred Five Thousand Three Hundred Seven and No/100 Dollars (\$305,307.00), which is the maximum total amount of the land write down of the City Parcel (with such donation value of the City Parcel has been adjusted by the amount of the environmental remediation costs for purposes of compliance with the Illinois Affordable Housing Tax Credit Act and regulations), (ii) the Purchase Price reflects a "Discounted Sale" as defined in 47 Ill. Admin. Code Section 355.306 to the Illinois Affordable Housing Tax Credit Act, and (iii) the City has only agreed to sell the City Parcel to Hispanic Housing for the Purchase Price because Hispanic Housing has agreed to convey the City Parcel to the Owner and the Owner has agreed to comply with the respective terms and conditions of this Agreement, including Section 8.20 hereof.

(b) Form of Deed. The City shall convey the City Parcel to Hispanic Housing by quitclaim deed (the "Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (i) the Redevelopment Plan;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) all general real estate taxes and any special assessments or other taxes;
- (iv) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) such other title defects as may exist; and
- (vi) any and all exceptions caused by the acts of Hispanic Housing or its agents.

(c) Title and Survey. Hispanic Housing acknowledges that it has obtained title insurance commitments for the City Parcel, showing the City in title to the City Parcel. Hispanic Housing shall be solely responsible for and shall pay all costs associated with updating such title commitments (including all search, continuation and later-date fees), and obtaining the Title Policy. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date with respect to the City Parcel, the City shall submit to the County a tax abatement letter and/or file a motion to vacate a tax sale in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall have no further duties with respect to any such taxes. Hispanic Housing shall furnish the City with three (3) copies of the survey at Hispanic Housing's sole cost and expense.

(d) The Land Closing. The conveyance of the City Parcel shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless Hispanic Housing has caused the Developer to satisfy all conditions precedent set forth in this Agreement, unless HED, in its sole discretion, waives such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking.

(e) Recording Costs. Hispanic Housing shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Parcel to Hispanic Housing.

(f) Fulfillment of Obligations. Hispanic Housing shall be deemed to have fulfilled all of its obligations under this Agreement upon its conveyance of the City Parcel to the Owner and the recording of this Agreement as an encumbrance against the City Parcel following such conveyance.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$14,411,392, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources as set forth on Exhibit E attached hereto.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the LLC for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. (i) Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds in a principal amount not to exceed Two Million Three Hundred Fifty-Eight Thousand Four Hundred Ninety-Six Dollars (\$2,358,496), plus interest (the "City Funds") from Available Incremental Taxes to pay for and/or reimburse LLC for the costs of the TIF-Funded Improvements in the amounts as follows: (A) make a payment on the Closing Date to LLC in an amount not to exceed \$300,000 ("Initial Payment") as a reimbursement for TIF eligible expenditures incurred by the LLC, or its sole member, Hispanic Housing prior to the Closing Date (the "Prior TIF Expenditure"); provided, however, that if the Prior TIF Expenditure is less than the Initial Payment, then the difference between the Prior TIF Expenditure and the Initial Payment will be placed in the Escrow on the Closing Date and when the LLC has incurred sufficient TIF eligible expenditures, these funds will be disbursed from the Escrow, subject to approval by HED); and (B) issue the City Note, attached hereto as Exhibit M, to the LLC in an amount not to exceed Two Million Fifty-Eight Thousand Four Hundred Ninety-Six Dollars (\$2,058,496) on the Closing Date. The initial principal amount of the City Note on the Closing Date shall be in an amount equal to the costs of the TIF-Funded Improvements, minus the maximum amount of the Initial Payment, which have been incurred by the LLC as of the Closing Date (for example and illustrative purposes only, if the LLC has incurred or accrued \$450,000 of certified TIF-Funded Improvements on the Closing Date, the initial principal amount of the City Note on the Closing Date will be \$150,000 – i.e., \$450,000 TIF-Funded Improvements minus \$300,000 Initial Payment equals \$150,000 principal liability on the City Note). Both (A) and (B) of this subparagraph are subject to the amount of the Prior TIF Eligible Expenditures as defined in Section 4.05 below and set forth on Exhibit I hereto. (B) of this subparagraph is subject to the LLC's submission to HED of a Requisition Form with respect to TIF eligible costs and HED's issuance to the LLC of a Certificate of Expenditure. Payments of principal and interest on the City Note, with the principal amount of the City Note to be increased after the Closing Date by an amount equal to the cost of the TIF-Funded Improvements which are thereafter incurred by the LLC, upon the submission by the LLC of a Requisition Form to HED as required by Section 4.04; provided, however, that (1) the maximum principal amount of the City Note shall be an amount not to exceed Two Million Fifty-Eight Thousand Four Hundred Ninety-Six Dollars \$2,058,496 (the "Maximum Principal Amount"); and (2) the Initial Payment and the payments

under the City Note are subject to the amount of Available Incremental Taxes deposited into the Humboldt Park Commercial Redevelopment Project Area TIF Fund being sufficient for such payments. The City's obligation to make payments on the City Note shall be limited to the lesser of the Maximum Principal Amount plus interest or the aggregate amount of Available Incremental Taxes. Interest on the City Note shall begin to accrue on the Closing Date. The two payments on the City Note are subject to **Sections 4.04 and 4.07** hereof, with payments as follows: (i) the first payment of City Note shall be made the later of June 1, 2012 or upon Initial Completion of the Project, as defined in **Section 2** hereof, in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and (ii) the second payment shall be made the later of June 1, 2013 or the issuance of the Certificate in an amount not to exceed Five Hundred Fifty-Eight Four Hundred Ninety-Six Dollars (\$558,496), plus all outstanding accrued interest; however,

(ii) The City hereby approves the LLC's pledge of the City Note to the Bridge Loan Provider in connection with Lender Financing described in **Exhibit E** attached hereto. The LLC shall not otherwise pledge the City Note without the prior written consent of the City.

(iii) The City Note shall bear interest at a rate not to exceed the City Note Interest Rate, with the exact rate or rates to be determined by the Chief Financial Officer on the date of issuance.

4.04 Construction Escrow; Requisition Form. (a) HED must receive copies of any draw requests and related documents submitted to the Title Company for disbursements of funds under the Escrow Agreement. The Construction and Monitoring Divisions of HED must receive (i) advance written notice of all "pre-draw" meetings among the Developer, the Title Company and/or the Lender (and have the opportunity to attend such meetings); and (ii) copies of any draw requests and related documents submitted to the Title Company for disbursements of the Other Financing under the Escrow Agreement.

(b) The Developer shall submit Requisition Forms (in the form attached hereto as **Exhibit L**) as follows:

(i) concurrently with the Closing Date, the Developer shall provide HED with a Requisition Form, along with the documentation described therein, requesting the issuance of a Certificate of Expenditure for any Prior Expenditure related to the City Note;

(ii) not more frequently than once every three (3) months following the Closing Date (or such other date as the parties may agree to), the LLC shall provide HED with a Requisition Form, along with the documentation described therein, requesting the issuance of a Certificate of Expenditure by the City for Redevelopment Project Costs in an amount up to the maximum principal amount of the City Note, less the amount recognized in (i) above.

4.05 Treatment of Prior Expenditures. Only those expenditures previously paid or accrued by the LLC or its sole member, Hispanic Housing, with respect to the TIF Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered either (a) previously incurred costs of TIF-Funded Improvements ("Prior TIF-Eligible Expenditures") or (b) previously contributed Equity or Lender Financing hereunder ("Prior Equity/Lender Financing Expenditures") (together with "Prior TIF-Eligible Expenditures", the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. **Exhibit I** hereto sets forth the prior expenditures approved by HED as of the date

hereof as Prior TIF-Eligible Expenditures. Prior Equity/Lender Financing Expenditures, that is prior expenditures made for items other than TIF-Funded Improvements, shall not be reimbursed to the LLC, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to **Section 4.01** hereof.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to **Section 4.03** hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Prior to each execution of a Certificate of Expenditure by the City, the Developer shall submit a Requisition Form and supporting documentation regarding the applicable expenditures to HED which shall be satisfactory to HED in its sole discretion. Delivery by the Developer to HED of any Requisition Form (which such Requisition Form shall constitute a request for execution by the City of a Certificate of Expenditure hereunder) shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(a) the total amount of the request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current Requisition Form, and such work and materials conform in all material respects to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct in all material respects and the Developer is in compliance in all material respects with all covenants contained herein;

(e) except as permitted by **Section 8.15(b)** hereof, the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, procure additional lender financing or deposit with an escrow agent or make available (in a manner acceptable to the City) cash in an amount that will place the Project In

Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its reasonable discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of the submission of a Requisition Form and execution of a Certificate of Expenditure, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in **Section 15.02** hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to HED, and HED has approved, a Project Budget in accordance with the provisions of **Section 3.03** hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to HED, and HED has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of **Section 3.02** hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to HED.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in **Section 4.01** hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in **Section 4.01**) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Owner as the named insured (following Hispanic Housing's conveyance of the Property to the Owner on or before the Closing Date. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on **Exhibit G** hereto and evidences the recording of this Agreement pursuant to the provisions of **Section 8.18** hereof. The Title

Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the names of the Owner, the General Partner, the LLC, and affiliates of the General Partner, Hispanic Housing, and Tropic Construction Corporation, and any other entities the Corporation Counsel reasonably deems necessary) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Pending suits and judgments	
Cook County	

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with **Section 12** hereof, and has delivered certificates required pursuant to **Section 12** hereof evidencing the required coverages to HED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as **Exhibit J**, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in **Exhibit J** hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of **Section 4.05(a)** hereof.

5.11 Financial Statements. The Owner and the LLC have provided, if either of such entity has completed a fiscal year prior to the execution of this Agreement, Financial Statements to HED for its most recent fiscal year, and audited or unaudited interim financial statements,.

5.12 Documentation. The Developer has provided documentation to HED, satisfactory in form and substance to HED, with respect to current employment matters.

5.13 Environmental. The Developer has provided HED with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer, the General Partner and Hispanic Housing have each provided a copy of its Articles or Certificate of Incorporation, Certificate of Organization, or Certificate of Limited Partnership, as applicable, containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which each is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation, partnership agreement, or operating agreement, as applicable; and such other corporate documentation as the City has requested. Each entity in this Section has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. The City has approved the Developer's selection of Tropic Construction Corporation, an Illinois corporation, as the General Contractor. The Developer shall submit copies of the Construction Contract to HED in accordance with **Section 6.02** below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by HED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with **Section 6.01** above, for HED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in

the form attached as **Exhibit N** hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of **Section 10** hereof.

6.05 Other Provisions. In addition to the requirements of this **Section 6**, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to **Section 3.04** (Change Orders), **Section 8.09** (Prevailing Wage), **Section 10.01(e)** (Employment Opportunity), **Section 10.02** (City Resident Employment Requirement), **Section 10.03** (MBE/WBE Requirements, as applicable), **Section 12** (Insurance) and **Section 14.01** (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, HED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

The Certificate will not be issued until:

- (a) The Developer has notified the City in writing that the Project has been completed as defined in this Agreement and according to the Plans and Specifications; and
- (b) The Developer has received a Certificate of Occupancy (or other evidence acceptable to HED that the Developer has complied with building permit requirements) for all components of the Project; and
- (c) The City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in **Section 10** and **Section 8.09** (M/WBE, City Residency and Prevailing Wage) with respect to the construction of the Project; and
- (d) any Event of Default under **Section 15.01** has been cured pursuant to **Sections 15.03 or 15.04**.

HED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms

and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at **Sections 8.02, 8.19, 8.20** as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that the covenants set forth in **Section 8.02** shall be deemed to have been fulfilled upon the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to **Section 18.15** of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to **Section 4.03**, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Owner is an Illinois limited partnership and the LLC is an Illinois limited liability company, each duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each of the Owner and the LLC has the right, power and authority to enter into, execute, deliver and perform this Agreement, as applicable thereto;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate (as applicable)

the LLC's Articles of Formation, operating agreement or the Owner's amended and restated limited partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Owner (following the sale and conveyance of the Property to it by Hispanic Housing) shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to **Section 8.15** hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has obtained or will obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) the Developer shall not do any of the following prior to the issuance of a Certificate, without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease (except for residential rental leases for the units in the Facility and the Two-Flats) or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (excluding any guaranty or other liability undertaken by Hispanic Housing on its own behalf or on behalf of any of its affiliates relating to the development and operation of affordable housing so long as such guaranty or liability does not materially adversely affect completion of the Project); or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; provided, however, that the prior written consent of HED shall not be required for (i) a transfer of a limited partnership interest in the Owner to the Limited Partner on the Closing Date, or (ii) a transfer by the Limited Partner of its limited partner interest or the Special Limited Partner of its special limited partner interest after the Closing

Date to (x) an affiliate of the Limited Partner or Special Limited Partner, as applicable, (y) an unaffiliated entity if the Limited Partner agrees in writing to remain liable for any unpaid capital contributions due or to become due pursuant to the Owner's amended and restated limited partnership agreement, or (z) to an unaffiliated entity if the Limited Partner has already paid in full the amount of its capital contributions pursuant to the Owner's amended and restated limited partnership agreement; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget and the \$410,000 permanent loan described in **Exhibit E**; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("**City Contract**") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("**Contractors**"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended. Individuals are **"Domestic Partners"** if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex,

- and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

8.02 Covenant to Redevelop. Upon HED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in **Sections 3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances (as applicable to the TIF Project), the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the LLC shall be used by the LLC solely to pay for (or to reimburse the LLC or its sole member, Hispanic Housing, for its payment for) the TIF-Funded Improvements as provided in this Agreement. The City acknowledges that the LLC shall loan the City Funds to the Owner in accordance with the Owner's amended and restated limited partnership agreement for the TIF Project.

8.05 Other Bonds. [Intentionally Omitted]

8.06 Job Creation and Retention; Covenant to Remain in the City [Intentionally Omitted]

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in **Section 10** hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of **Sections 8.09, 10.02 and 10.03** of this Agreement. Such reports shall be delivered quarterly to the City. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.09 Prevailing Wage. Unless required to pay federal Davis Bacon wages pursuant to the terms of any Lender Financing or project-based rental subsidy received by the Owner for the Project, the Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.09.**

8.10 Arms-Length Transactions. Unless HED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to HED Financial Statements for the Developer's for the first fiscal year for which such statements are available and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of **Section 12** hereof.

8.15 Non-Governmental Charges.

(a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates,

may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify HED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560, whether or not in the performance of this Agreement.. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or any of the loans from the LLC or Hispanic Housing to the Owner as summarized in Exhibit E. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer

shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in **Section 8.19(c)** below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to HED of the Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) the Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in HED's sole

discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that for the purpose of this Agreement, the minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect; provided, however, nothing contained in this provision shall preclude Developer from applying for and receiving any reduction in the amount of real estate taxes payable for the Project or the Property, subject to the provisions of clause (iii) below.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit K; provided, however, the Developer is permitted to apply for a Class 9 or similar designation from Cook County even if such designation with respect to the Property would result in an assessed value below the Minimum Assessed Value shown on Exhibit K.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K; provided, however, the Developer is permitted to apply for a Class 9 or similar designation from Cook County.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date.

These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof; provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale (including, without limitation, any sale and leaseback), lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof, including the transfer of title from Hispanic Housing to the Owner, shall be made explicitly subject to such covenants and restrictions.

8.20 Affordable Housing Covenant. The Developer agrees and covenants to the City that during the Term of this Agreement and following foreclosure by a Lender, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facility shall be operated and maintained solely as residential rental housing;

(b) Affordable TIF Units in the Facility shall be available for occupancy to and be occupied solely by one or more persons qualifying as Low-Income Families (as defined below) upon initial occupancy; and

(c) Affordable TIF Units in the Facility have monthly rents, payable by the respective tenant, at or below 60% of the Chicago-area median income in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended; provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this **Section 8.20**, the following terms have the following meanings:

(i) "**Family**" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "**Low Income Families**" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this **Section 8.20** shall run with the land and be binding upon any transferee.

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this **Section 8** and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as

provided in **Section 7** hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.22 Participation in City Beautification Efforts. [Intentionally Omitted]

8.23 Public Benefits Program. [Intentionally Omitted]

8.24 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DCD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 9** or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "**Employers**" and individually an "**Employer**") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for

employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this **Section 10.01** shall be a basis for the City to pursue remedies under the provisions of **Section 15.02** hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of HED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of HED, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.**

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or

other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this **Section 10.02** to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "**Procurement Program**"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "**Construction Program**," and collectively with the Procurement Program, the "**MBE/WBE Program**"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this **Section 10.03**, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in **Exhibit H-2** hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.
- (3) At least \$307,545 for WBEs for the North and Talman Phase II Settlement after at least four percent WBE has been met for the Project.

(b) For purposes of this **Section 10.03** only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "**contractor**" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "**contract**" or a "**construction contract**" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this **Section 10.03**. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of HED.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such

reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this **Section 10.03** shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this **Section 10.03**. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this **Section 10.03**, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this **Section 10.03** to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this **Section 10.03**, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an

additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not

limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

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

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an “Indemnitee,” and collectively the “Indemnitees”) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement, provided, however, that the Developer shall not be liable under this indemnity provision or any provision of this Agreement to the City for any failure to fulfill the terms of the North and Talman Phase II WBE Shortfall Settlement; or

(ii) the Developer’s or any contractor’s failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate of the Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer’s failure to cure any misrepresentation in this Agreement or any other agreement relating to the Project;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this **Section 13.01** shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of **Section 15.03**, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement, provided however, that the Developer's failure to fulfill the terms of the North and Talman Phase II WBE Settlement shall not be an Event of Default of this Agreement and shall not give rise to any remedies by the City under Section **15.02** hereof relating to the Project, the Owner, the General Partner or the LLC;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer'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 the Developer; 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 sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; 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 sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer.

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement and without the prior written consent of the City, (i) the sale or transfer of an ownership interest in the Developer, except to the extent that the syndicator of low-income tax credits may acquire or sell an interest in the Project and/or the Developer as permitted in Section 8.01(j) of this Agreement, or (ii) a change in the general partner of the Owner, except pursuant to the enforcement of a pledge of general partner's interest in the Owner made to a lender providing Lender Financing where the replacement general partner is an affiliate of the lender;

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to

have occurred unless the Developer has failed to cure such default within sixty (60) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of any default made or tendered by one of the Owner's limited partners (including without limitation the Limited Partner and/or Special Limited Partner) shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if made or tendered by the Developer.

15.04 Right to Cure by Lender. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in termination of this Agreement and all related agreements, or the suspension, cancellation, reduction or reimbursement of City Funds disbursed hereunder, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Lender in accordance with **Section 17** and the Lender shall have the right (but not the obligation) to cure such Event of Default as follows:

(a) if the Event of Default is a monetary default, the Lender may cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the Lender of such notice from the City; and

(b) if any Event of Default is of a non-monetary nature, the Lender shall have the right to cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt by the Lender of such notice from the City; and

(c) Notwithstanding the provisions of **Section 15.04(b)** hereof, if such non-monetary default is an Event of Default set forth in **Section 15.01(e), (f), (g), (h), (i) or (j)** hereof or Event of Default by the Developer is not reasonably being capable of being cured within such 30 day period (each such default being a "Personal Developer Default"), the Lender shall provide written notice to the City within 30 days of receipt of notice of such Personal Developer Default stating that it shall cure such Personal Developer Default by the assignment of all of the Developer's rights and interests in this Agreement to the Lender or any other party agreed to in writing by both the Lender and the City. Upon receipt by the City of such notice from the Lender, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of Developer's rights hereunder; provided, however, that no payment of City Funds shall occur until such time as such Personal Developer Default is cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on **Exhibit G** hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "**New Mortgage.**" Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a

"Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default or indemnification obligation of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to **Section 7** hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED, pursuant to **Section 8.06**.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

If to the Developer: North & Talman III Limited Partnership
c/o North & Talman III Corporation
325 North Wells Street, 8th Floor
Chicago, Illinois 60647

With Copies To: William G. Skalitzky
Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60661

Limited Partner: Bank of America, N.A.
Mail Code: WA1-501-37-67
Fifth Avenue Plaza, Floor 37
800 5th Avenue
Seattle, WA 98104-3176
Attention: Todd McCain, Vice President
Facsimile: 206/585-8404

Special Limited Partner: Banc of America CDC Special Holding Company, Inc.
c/o Bank of America Merrill Lynch
Tax Credit Equity Investment Asset Management
NC1-007-11-25
100 North Tryon Street
Charlotte, NC 28202
Attention: Nicole Baldon, Vice President
Facsimile: 980/386-6662

If to Construction Lender: Bank of America, N.A.
135 South LaSalle Street
Mail Code M01-076-04-02
Chicago, Illinois 60603
Attention: Kris Jurmu

If to Bridge Loan Provider: Local Initiatives Support Corporation
501 Seventh Avenue, 7th Floor
New York, New York, 10018
Attn: Patrick Maher, Vice President and Deputy and
General Counsel
(212) 455-9861
Facsimile: (212) 682-8608
E-mail: pmaher@lisc.org

With Copies To: Local Initiatives Support Corporation
135 South LaSalle Street, Suite 2230
Chicago, Illinois 60603

(312) 422-9550
Facsimile: (312) 422-0802
E-mail: bbeck@lisc.org

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement **Exhibit D** hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term “**material**” for the purpose of this **Section 18.01** shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in **Sections 10.02 and 10.03** hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any

course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, HED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. Except with respect to the pledge of the City Note to Bridge Loan Provider by the LLC as security for a certain loan for the Project described in **Exhibit E**, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to **8.21** (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including reasonable attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

8.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such

provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a **“Business Relationship”** (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a **“Business Relationship”** (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.


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IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

OWNER:

NORTH & TALMAN III LIMITED PARTNERSHIP, an Illinois limited partnership

By: **NORTH AND TALMAN III CORPORATION**, an Illinois corporation and its sole general partner

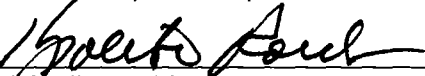
By: 
Name: Hipolito Roldan
Its: President

HISPANIC HOUSING NT III, LLC, an Illinois limited liability company

By: **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation and its sole member

By: 
Name: Hipolito Roldan
Its: President

HISPANIC HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation and its sole member

By: 
Name: Hipolito Roldan
Its: President

CITY OF CHICAGO

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Housing and Economic Development

By: _____
Name: Andrew J. Mooney
Commissioner

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

OWNER:

NORTH & TALMAN III LIMITED PARTNERSHIP, an Illinois limited partnership

By: NORTH AND TALMAN III CORPORATION, an Illinois corporation and its sole general partner

By: _____
Name: Hipolito Roldan
Its: President

HISPANIC HOUSING NT III, LLC, an Illinois limited liability company

By: HISPANIC HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation and its sole member


By: _____
Name: Hipolito Roldan
Its: President

HISPANIC HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation and its sole member

By: _____
Name: Hipolito Roldan
Its: President

CITY OF CHICAGO

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Housing and Economic Development

By:  _____
Name: Andrew J. Mooney
Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sherry Sickles, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan, personally known to me to be the President of North and Talman III Corporation, an Illinois corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of the Corporation, as general partner of North & Talman III Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22nd day of December, 2011
Sherry Sickles
Notary Public



My commission expires (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sherry Sickles, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for profit corporation (the "Corporation") which is the sole member of Hispanic Housing NT III, LLC, an Illinois limited liability company (the "Company") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of the Corporation on behalf of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22nd day of December, 2011
Sherry Sickles
Notary Public



My commission expires (SEAL)

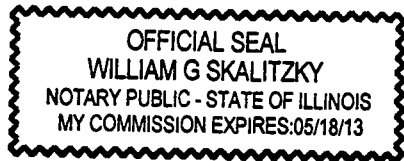
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, WILLIAM G SKALITZKY, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for profit corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of December, 2011.

W G Skalitzy
Notary Public

My commission expires 5-18-13 (SEAL)



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22nd day of December, 2011.

Patricia Sulewski
Notary Public

My Commission Expires 5/7/14

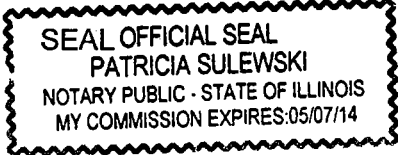


EXHIBIT A
REDEVELOPMENT AREA
(Attached)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

*Exhibit A**REDEVELOPMENT AREA**Legal Description.*

All that part of the south half of Sections 35 and 36 in Township 40 North, Range 13 East of the Third Principal Meridian, and the west half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, and the west half of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, and of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of West North Avenue with the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the easterly extension of the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 48 being also the south line of the alley south of West North Avenue; thence west along said easterly extension and the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the northwesterly line of said Lot 48; thence southwesterly along said northwesterly line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the west line of said Lot 48, said west line of Lot 48 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Le Moyne Street; thence east along said north line of West Le Moyne Street to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the south line of West Hirsch Street; thence west along said south line of West Hirsch Street to the west line of Lot 1 in Watson's Subdivision of Block 12 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Potomac Avenue; thence east along said north line of West Potomac Avenue to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the easterly extension of the north line of Lot 13 in Block 2 of E. A. Cummings and Company's Subdivision of Block 2 in the subdivision of Block 4 and Lots 1 to 6 and 12 to 32 of Block 5 of Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 13 being also the south line of West Haddon Avenue; thence west along said easterly extension and the south line of West Haddon

Avenue to the southerly extension of the east line of Lot 1 in Bernhard Loeff's Resubdivision of Lots 26 to 42, both inclusive, of Mc Creery's Subdivision of the north half of the northeast quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 1 in Bernhard Loeff's Resubdivision to the north line of said Lot 1, said north line of Lot 1 being also the south line of the alley south of West Division Street; thence west along said south line of the alley south of West Division Street and along the westerly extension thereof to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the north line of Lot 8 in the resubdivision of the subdivision of one acre in the northeast corner of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and of Lot "A" in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lot 8 being also the south line of the alley south of West Division Street; thence west along said north line of Lot 8 to the west line of said Lot 8; thence south along said west line of aforesaid Lot 8 to the easterly extension of the north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago being also the south line of the alley south of West Division Street; thence west along said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago to the west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago; thence south along said west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago to the north line of Lots 11 through 18, inclusive, in said Gross' Humboldt Park Addition to Chicago, said north line of Lots 11 through 18, inclusive, being also the south line of the alley south of West Division Street; thence west along said north line of Lots 11 through 18, inclusive, in Gross' Humboldt Park Addition to Chicago and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 4 in Gross' Third Humboldt Park Addition to Chicago, a subdivision of the east 100 feet of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, and also the east 15 feet of Lot 1 and 42 in Block 1, and the east 15 feet of Lots 1 and 42 in Block 4 in Wetherbee and Gregory's Subdivision of the north half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except the east 100 feet of said tract), and also the west 15 feet of the east

10,015 feet of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 4 being also the south line of the alley south of West Division Street; thence west along said south line of the alley south of West Division Street to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the south line of West Division Street; thence east along said south line of West Division Street to the east line of North California Avenue; thence north along said east line of North California Avenue to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the northerly extension of the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said west line of Lot 16 being also the east line of the alley east of North California Avenue; thence south along said northerly extension and the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the southwesterly line of said Lot 16; thence southeasterly along said southwesterly line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the south line of said Lot 16, said south line of Lot 16 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the east line of Lot 12 in said Block 7 of Humboldt Park Residence Association's Subdivision; thence north along said east line of Lot 12 in Block 7 of Humboldt Park Residence Association's Subdivision and along the northerly extension thereof to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the east line of North Washtenaw Avenue; thence south along said east line of North Washtenaw Avenue to the south line of Lot 24 in Block 8 of aforesaid Humboldt Park Residence Association's Subdivision, said south line of Lot 24 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 34 being also the north line of the open public alley north of West Division Street; thence east along said westerly extension and the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision to the east line of said Lot 34, said east line of Lot 34 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence northwesterly along said northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision to the north line of said Lot 12, said north

line of Lot 12 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision to the northwest corner of said Lot 6; thence westerly along a straight line to the northeast corner of Lot 43 in said Block 1 of H. M. Thompson's Subdivision; thence west along the north line of said Lot 43 in Block 1 of H. M. Thompson's Subdivision to the east line of North Talman Avenue; thence west along a straight line to the northeast corner of Lot 6 in Block 2 of said H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 6 in Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof and along the north line of Lot 43 in said Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Washtenaw Avenue; thence south along said west line of North Washtenaw Avenue to the north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision, said north line of the south 0.5 feet of Lot 9 being also the south line of the alley south of West North Avenue; thence west along said north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the west line of said Lot 9, said west line of Lot 9 being also the east line of the alley west of North Washtenaw Avenue; thence south along said west line of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 39 in said Block 3 of H. M. Thompson's Subdivision; thence west along said easterly extension and the north line of said Lot 39 in Block 3 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Fairfield Avenue; thence north along said west line of North Fairfield Avenue to the north line of Lot 1 in the Resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley east of North California Avenue; thence south along said west line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision to the east line of North California Avenue; thence north along said east line of North

California Avenue and along the northerly extension thereof to the north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and along the north line of the northwest quarter of said Section 1 to the southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 18 being also the west line of North Troy Street; thence north along said southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision to the north line of West North Avenue; thence west along said north line of West North Avenue to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the south line of West Pierce Avenue; thence west along said south line of West Pierce Avenue to the southerly extension of the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago in the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the alley west of North Kedzie Avenue; thence north along said southerly extension and the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago to the northeasterly line of said Lot 11; thence northwesterly along said northeasterly line of Lot 11 to the north line of said Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago, said north line of Lot 11 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue to the east line of Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 12 being also the west line of the alley west of North Monticello Avenue; thence north along the northerly extension of said east line of Lot 12 in Block 2 of the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian to the centerline of the vacated alley lying north of and adjoining said Lot 12; thence west along said centerline of the vacated alley lying north of and adjoining Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, to the east line of North Lawndale Avenue; thence south along said east line of North Lawndale Avenue to the easterly extension of the north line of Lot 30 in Block 4 of Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 30 being also the south line of the alley south of West North Avenue; thence west along said easterly extension and the north line of Lot 30 in Block 4 of Beebe's Subdivision and along the westerly extension thereof to the easterly line of the Chicago,

Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way to the south line of Lot 13 in Block 6 in the subdivision of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian and except the railroad), said south line of Lot 13 being also the north line of the alley north of West North Avenue; thence west along said north line of the alley north of West North Avenue to the east line of North Troy Avenue; thence south along said east line of North Troy Avenue to the centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the east line of said vacated alley; thence north along said east line of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the westerly extension of the south line of Lot 17 in said Block 6 of Johnston and Cox's Subdivision, said south line of Lot 17 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Humboldt Boulevard; thence south along said west line of North Humboldt Boulevard to the north line of West North Avenue; thence east along said north line of West North Avenue to the east line of North Humboldt Boulevard; thence north along said east line of North Humboldt Boulevard to the south line of Lot 16 in Block 13 of Hansbrough and Hess Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 16 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and the easterly extension thereof to the east line of North California Avenue; thence south along said east line of North California Avenue to the south line of Lot 77 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 77 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Washtenaw Avenue; thence north along said west line of North Washtenaw Avenue to the westerly extension of the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1; thence east along said westerly extension and the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1 and along the easterly extension thereof and along the north line of the south 0.5 feet of Lot 7 in said Young and Talbott's Subdivision and along the easterly extension thereof to the east line of North Talman Avenue; thence south along said east line of North Talman Avenue to the

south line of Lot 15 in Goodrich and Young's Subdivision of Lots 4, 5 and 6 in Block 1 of Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 15 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and along the easterly extension thereof to the east line of North Western Avenue; thence north along said east line of North Western Avenue to the north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division of un subdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division to the east line of said Lot 17; thence south along said east line of Lots 17 and 18 in the subdivision of Lot 4 of the Assessor's Division to the north line of the parcel of property bearing Permanent Index Number 14-31-326-065; thence east along said north line of the parcel of property bearing Permanent Index Number 14-31-326-065 and along the easterly extension thereof to the west line of Lot 41 in J. N. Mason's Subdivision of the west part of Lot 5 and the south 33 feet of Lot 3 of the Assessor's Division of un subdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, said west line of Lot 41 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 41 in said J. N. Mason's Subdivision, said south line of Lot 41 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the point of beginning at the south line of West North Avenue.

EXHIBIT B

PROPERTY

(Subject to Final Title Policy)

City Parcel

LOTS 27 AND 28, (EXCEPT THE NORTH 8 FEET TAKEN FOR ALLEY) IN CHARLES PROEBSTING'S SUBDIVISION OF LOTS 4, 5, 6 AND THE SOUTH 60 FEET OF LOT 7 IN BLOCK 8 IN JAHN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, ILLINOIS.

Commonly Known As: 2656 West North Avenue
Chicago, Illinois

Permanent Index Number. 13-36-427-032-0000

Hispanic Housing Parcels

Parcel 1:

The South 21.00 feet of Lot 9 in C. Boettcher's Subdivision of Lots 8 and 10 and that part North of the South 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 18.50 feet of Lot 8 (except the East 104.00 feet thereof) in C. Boettcher's Subdivision of Lots 8 and 10 and that part North of the South 60 Feet of Lot 7 in Block 8 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 9 and 10 (except the South 21.00 feet of said Lot 9) in C. Boettcher's Subdivision of Lots 8 and 10 and that part North of the South 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 6 and the North 3.27 feet of Lot 7 in C. Boettcher's Subdivision of Lots 8 and 10 and that part North of the South 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B Continued

Parcel 5:

Lot 7 (except the North 3.27 feet thereof) and Lot 8 (except the South 18.50 feet thereof) in C. Boettcher's Subdivision of Lots 8 and 10 and that part North of the South 60 feet of Lot 7 in Block 8 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 13-36-427-014-0000; 13-36-427-030-0000; 13-26-427-031-0000 and 13-36-427-040

EXHIBIT C
TIF-FUNDED IMPROVEMENTS

Rehabilitation Costs of 2656 W. North Ave.	\$6,435,670*
Architectural Costs related to 2656 W. North Ave. Rehabilitation	\$ 386,037*
Engineering Costs related to 2656 W. North Ave. Rehabilitation	\$ 18,672*
Environmental Testing and Review Costs related to 2656 W. North Ave. Rehabilitation	<u>\$ 32,553*</u>
Total	\$6,872,932*

** The maximum amount of City Funds provided to the Developer shall not exceed \$2,358,496.

EXHIBIT D

REDEVELOPMENT PLAN

[Not attached for Recording purposes.]

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**EXHIBIT E
FINANCING FOR THE PROJECT**

A. Lender Financing:

1. Amount: Not to exceed \$ 7,251,640
 Term: Not to exceed 2 years, subject to a six (6) month extension option
 Source: Construction Lender - Bank of America, N.A., or another entity acceptable to the HED Commissioner
 Interest: 30-day LIBOR + 250 basis points, or another rate acceptable to the HED Commissioner
 Security: A first mortgage on the Property
 Conversion: This construction loan will convert into a \$410,000 non-recourse permanent loan secured by a first mortgage lien on the Property, an 18-year term with a 30-year amortization and an interest rate of approximately 7.5%, or such other terms as may be acceptable to the HED Commissioner.

2. Amount: Not to exceed \$2,058,496
 Term: Not to exceed 2 years, subject to a six (6) month extension option
 Source: Bridge Loan Provider - LISC., or another entity acceptable to the HED Commissioner
 Interest: City Note Interest Rate or another rate acceptable to the HED Commissioner
 Security: A pledge of the City Note (as defined in Section 4 of this Agreement)
 Flow of Funds: The Bridge Loan Provider shall loan the proceeds of the Bridge Loan to the LLC. The LLC shall loan the Bridge Loan proceeds and the Initial Payment to the Owner as a recourse loan (collectively, the "LLC Loan"). The LLC Loan shall be secured by a junior mortgage on the Property. The LLC Loan shall have a construction/permanent loan term with a maturity date of approximately December 2062 and a 0% interest rate in accordance with the terms of the Owner's amended and restated limited partnership agreement.

3. Amount: Not to exceed \$327,653
 Term: Not greater than thirty (30) years
 Source: Chicago Low Income Trust Fund or another entity acceptable to the HED Commissioner.
 Interest: 0% or another rate acceptable to the HED Commissioner
 Security: A recapturable grant that shall be secured by a junior mortgage and regulatory agreement. The grant will be made to Hispanic Housing, which shall cause the grant proceeds be provided to the Owner through a capital contribution by the Owner's general partner

4. Amount: Approximately \$305,307
 Term: A Maturity date of approximately December 2062
 Source: Hispanic Housing financing of the sale of the Property to
 the Owner
 Interest: 0% or another rate acceptable to the HED Commissioner
 Security: Recourse loan secured by a junior mortgage

5. Amount: Approximately \$139,755
 Term: A Maturity date of approximately December 2062
 Source: Sale of the City's Illinois Donation Tax Credits allocated by
 the Illinois Housing Development Authority and derived
 from the donation of the City Parcel to Hispanic Housing
 and the grant of such proceeds to Hispanic Housing.
 Hispanic Housing shall loan such proceeds to the Owner.
 Interest: 0% per annum or another rate acceptable to the HED
 Commissioner
 Security: Recourse loan secured by a junior mortgage on the
 Property

B. Other Financing

1. Approximately \$3,444,790 to be derived from the syndication of \$11,100,000
 of Low-Income Housing Tax Credits allocated by the Illinois Housing
 Development Authority(the total funds provided through the syndication of
 these Low-Income Housing Tax Credits will equal approximately
 \$10,696,430; however, a substantial portion of these syndications will be
 bridged by the \$7,251,640 construction loan from Bank of America, N.A.)

2. The General Partner will contribute \$100.

3. The deferred developer fee is estimated presently to be \$120,401.

EXHIBIT F-1

CONSTRUCTION CONTRACT

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT F-2

ESCROW AGREEMENT

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

Multifamily Mortgage, Assignment of Rents and Security Agreement from Developer to Bank of America, N.A. (the "Bank") securing the Term Loan to be made to refinance in part the Bank's construction loan, as contemplated by **Exhibit E**.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

Security interest granted to Bridge Loan Provider in the LLC's interest in the City Note and this Agreement.

Pledge of partner interests and capital contributions set forth in the Owner's amended and restated limited partnership agreement to Bank of America, N.A. in connection with the construction

Such other liens or encumbrances as may be required of the Owner, General Partner, the LLC and Hispanic Housing to secure the financing for the development and operation of the Project.

EXHIBIT H-1

PROJECT BUDGET

Land Acquisition Costs	1,391,307
Hard Costs:	
Renovation	6,410,432
New Construction - three 2-flats	1,340,170
GC, P & O	1,085,086
Constr. Cont.	701,430
Soft Costs:	
Architectural Design	530,000
Legal Fees	220,000
Permit	15,000
Engineering/Soil Tests	25,635
Project Accounting	10,000
Survey	10,000
Appraisal	7,875
Material Testing	19,551
Market Study	15,750
Environmental Remediation	44,693
Construction Lenders Supervision	28,000
LIHTC Consulting	10,000
Title & Recording	20,403
Marketing	20,000
Application Fees	10,775
Lender's Origination Fees	72,516
LIHTC Reservation Fee	110,000
Lenders Legal Fees	25,000
TIF Bridge Loan Legal	11,000
TIF Consultant Report	8,400
TIF Bridge Loan fees	10,292
TIF Bridge Loan Interest	85,000
Donation tax Credit Fee	8,750
Construction Period Interest	382,111
Syndication Costs	53,250
Taxes During Const.	10,000

EXHIBIT H-1 Continued

Builders Risk Insurance	40,444
Tax Reserve	16,225
Insurance Reserve	21,000
Replacement Reserve	11,900
Lease-up Reserve	124,080
Operating Reserve*	245,000
Transfer Tax	9,966
Bank Perm Loan Conversion Fee	17,500
Environmental Fee	460
Furniture and Fixture	10,000
Developer Fee	999,599
Deferred Developer Fee to Let	120,401 102,391
TOTAL PROJECT COSTS	14,411,392

**EXHIBIT H-2
MBE/WBE BUDGET**

Hard Costs of Construction	\$7,750,538
24% MBE Requirement =	\$1,860,129
4% WBE Requirement =	\$ 310,021

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

EXHIBIT I
APPROVED PRIOR EXPENDITURES

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT K

Preliminary TIF Projection -- Real Estate Taxes

(See Attached)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT K

HISPANIC HOUSING

North and Talman III Project
In-PIN TIF Revenue Projections

Assumptions

List of PINs	
2656-58 W. North	13-36-427-032

Equalized Assessed Values (EAV)	
Frozen Base EAV (1999):	\$ 132,818
Current EAV (2009):	\$ 1,417,629

North and Talman III: In-PIN TIF Revenue Projections

TIF Year	Calendar Year [1]	Frozen Base EAV [2]	Inflation Factor [3]	Triennial Reassessment [4]	Current EAV Inflated [5]	Annual EAV Additions [6]	Cumulative EAV Additions	Annual EAV Deductions [7]	Cumulative EAV Deductions	Total Taxable EAV [8]	Incremental EAV [9]	Tax Rate [10]	Gross TIF Revenue [11]
0	1999	\$ 132,818	1.00	0.00%	\$ 132,818								
0	2000	\$ 132,818	1.00	0.00%	\$ 132,818								
0	2001	\$ 132,818	1.00	0.00%	\$ 132,818								
1	2002	\$ 132,818	1.00	0.00%	\$ 132,818								
2	2003	\$ 132,818	1.00	0.00%	\$ 132,818								
3	2004	\$ 132,818	1.00	0.00%	\$ 132,818								
4	2005	\$ 132,818	1.00	0.00%	\$ 132,818								
5	2006	\$ 132,818	1.00	0.00%	\$ 132,818								
6	2007	\$ 132,818	1.00	0.00%	\$ 132,818								
7	2008	\$ 132,818	1.00	0.00%	\$ 132,818								
8	2009	\$ 132,818	1.00	0.00%	\$ 1,417,629								
9	2010	\$ 132,818	1.00	0.00%	\$ 1,417,629								
10	2011	\$ 132,818	1.02	0.00%	\$ 1,417,629								
11	2012	\$ 132,818	1.04	6.12%	\$ 1,504,399	\$ 86,500	\$ 86,500	\$ (376,100)	\$ (376,100)	\$ 1,214,800	\$ 1,081,982	4.627%	
12	2013	\$ 132,818	1.06	0.00%	\$ 1,504,399	\$ 264,690	\$ 351,191	\$ (1,128,300)	\$ (1,504,399)	\$ 351,191	\$ 218,373	4.627%	\$ 50,063
13	2014	\$ 132,818	1.08	0.00%	\$ 1,504,399	\$ -	\$ 351,191	\$ -	\$ (1,504,399)	\$ 351,191	\$ 218,373	4.627%	\$ 10,104
14	2015	\$ 132,818	1.10	6.12%	\$ 1,596,481	\$ -	\$ 372,686	\$ -	\$ (1,596,481)	\$ 372,686	\$ 239,868	4.627%	\$ 10,104
15	2016	\$ 132,818	1.13	0.00%	\$ 1,596,481	\$ -	\$ 372,686	\$ -	\$ (1,596,481)	\$ 372,686	\$ 239,868	4.627%	\$ 11,099
16	2017	\$ 132,818	1.15	0.00%	\$ 1,596,481	\$ -	\$ 372,686	\$ -	\$ (1,596,481)	\$ 372,686	\$ 239,868	4.627%	\$ 11,099
17	2018	\$ 132,818	1.17	6.12%	\$ 1,694,198	\$ -	\$ 395,498	\$ -	\$ (1,694,198)	\$ 395,498	\$ 262,680	4.627%	\$ 11,099
18	2019	\$ 132,818	1.20	0.00%	\$ 1,694,198	\$ -	\$ 395,498	\$ -	\$ (1,694,198)	\$ 395,498	\$ 262,680	4.627%	\$ 12,154
19	2020	\$ 132,818	1.22	0.00%	\$ 1,694,198	\$ -	\$ 395,498	\$ -	\$ (1,694,198)	\$ 395,498	\$ 262,680	4.627%	\$ 12,154
20	2021	\$ 132,818	1.24	6.12%	\$ 1,797,897	\$ -	\$ 419,705	\$ -	\$ (1,797,897)	\$ 419,705	\$ 286,887	4.627%	\$ 13,274
21	2022	\$ 132,818	1.27	0.00%	\$ 1,797,897	\$ -	\$ 419,705	\$ -	\$ (1,797,897)	\$ 419,705	\$ 286,887	4.627%	\$ 13,274
22	2023	\$ 132,818	1.29	0.00%	\$ 1,797,897	\$ -	\$ 419,705	\$ -	\$ (1,797,897)	\$ 419,705	\$ 286,887	4.627%	\$ 13,274
23	2024	\$ 132,818	1.32	6.12%	\$ 1,907,942	\$ -	\$ 445,394	\$ -	\$ (1,907,942)	\$ 445,394	\$ 312,576	4.627%	\$ 14,463
	2025	Collections for Tax Year 2024											\$ 14,463

EXHIBIT L
REQUISITION FORM

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid. All payments on this Note are from the Available Incremental Taxes (as defined in the Redevelopment Agreement) and subject to **Sections 4.04 and 4.07** of the Redevelopment Agreement, with payments as follows: (i) on the later of June 1, 2012 or upon the Initial Completion of the Project, the first payment shall be of principal and interest in an amount not to exceed \$1,500,000; (ii) the second payment shall be of principal and interest and shall be made after later of the Certificate is issued or June 1, 2013 in a principal amount not to exceed \$558,496 plus all outstanding accrued interest.

If, at any time, there are insufficient Available Incremental Taxes to make a scheduled payment of principal and interest on the Note (other than the payment on the Maturity Date hereof), then the obligation of the City to pay the deficiency shall continue on a cumulative basis through the Maturity Date, provided that the City shall pay the deficiency on the next scheduled payment date if there are then sufficient Available Incremental Taxes to do so.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of

such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$2,058,496 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Registered Owner in connection with the rehabilitation of the Facility (as defined in the Redevelopment Agreement) in the Humboldt Park Commercial Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and the Ordinance, in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION**

THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. The City shall not pay (or prepay) its obligations under this Note with proceeds of tax-exempt bonds. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Registered Owner and the Partnership have agreed to acquire and rehabilitate the Facility and to advance funds for such rehabilitation related to the TIF Project on behalf of the City. The TIF eligible costs of such acquisition, if any, and rehabilitation up to the amount of \$2,058,496 shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend payments of principal and of interest on this Note upon the occurrence of certain conditions and seek reimbursement of any payments of principal and of interest on this Note. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 2011.

Mayor

(SEAL)
Attest: _____
Susana A. Mendoza
City Clerk

CERTIFICATE OF AUTHENTICATION
Registrar and Paying Agent
Chief Financial Officer of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Humboldt Park Redevelopment Project), Taxable Series 2011, of the City of Chicago, Cook County, Illinois.

Lois A. Scott
Chief Financial Officer
Date: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto Local Initiatives Support Corporation the within Note and does hereby irrevocably constitute and appoint the Chief Financial Officer of the City of Chicago to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner:

HISPANIC HOUSING NT III, LLC,
an Illinois liability company

By: _____
Name: Hipolito Roldan, President

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

By: _____
Name: Andrew J. Mooney
Its:

Commissioner

EXHIBIT N

FORM OF SUBORDINATION AGREEMENT

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT O

FORM OF PAYMENT BOND

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____