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GOLDBLATT'S OF CHICAGO LIMITED PARTNERSHIP REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

GOLDBLATT'S OF CHICAGO LIMITED PARTNERSHIP

This agreement was prepared by
and after recording return to:

Randall Johnson, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

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LIST OF EXHIBITS

Exhibit A	*Redevelopment Area
Exhibit B	*Property
Exhibit C	*TIF-Funded Improvements
Exhibit D	Redevelopment Plan
Exhibit E	Construction Contract
Exhibit F	Escrow Agreement
Exhibit G	*Permitted Liens
Exhibit H-1	*Project Budget
Exhibit H-2	* NOT APPLICABLE—INTENTIONALLY LEFT BLANK
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	*NOT APPLICABLE—INTENTIONALLY LEFT BLANK
Exhibit N	*NOT APPLICABLE—INTENTIONALLY LEFT BLANK
Exhibit O	Form of Subordination Agreement
Exhibit P	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:
Randall L. Johnson, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

GOLDBLATTS OF CHICAGO LIMITED PARTNERSHIP REDEVELOPMENT AGREEMENT

This Goldblatts of Chicago Limited Partnership Redevelopment Agreement (this "agreement") is made as of this 1st day of January, 2013, by and between the City of Chicago, an Illinois municipal corporation (the "city"), through its Department of Housing and Economic Development ("**HED**"), Goldblatts of Chicago Limited Partnership, an Illinois limited partnership (the "**Goldblatts LP**") and AHC Ashland LLC, an Illinois limited liability company ("**AHC--Ashland**"; together with Goldblatts LP collectively known as "**Developer**").

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 March 27, 2002: (1) "an Ordinance of the City of Chicago, Illinois Authorizing Approval of the Tax Increment Financing Redevelopment Plan for the 47th/Ashland Redevelopment Project Area", which ordinance was amended pursuant to ordinances adopted May 12, 2010, April 13, 2011, June 8, 2011 and February 15, 2012 (the "**TIF Plan Ordinance**"); (2) "an Ordinance of the City of Chicago, Illinois Authorizing the Designation of the 47th/Ashland Redevelopment Project Area as a Tax Increment Financing District and Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act" (the "**TIF Designation Ordinance**"); and (3) "an Ordinance of the City of Chicago, Illinois Authorizing Adoption of Tax Increment Allocation Financing for the 47th/Ashland Redevelopment Project Area" (the "**TIF Adoption Ordinance**") (items(1)-(3) 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: Affordable Housing Continuum, an Illinois not-for-profit corporation ("**AHC**"), the sole member of AHC—Ashland, will acquire an interest in certain real property located within the Redevelopment Area at 4707 South Marshfield Avenue, Chicago, IL 60609 (the "**Property**"), which is improved with a building containing approximately one hundred forty two thousand three hundred ninety seven (142,397) square feet of interior space divided among five floors (the "**Building**"); the Building is individually listed on the National Register of Historic Places, has been subdivided along with a reciprocal easement agreement (the "VPR Easement"), and all but the ground floor of the Building containing approximately twenty four thousand five hundred and seventy six (24,576) square feet of interior space and other attendant interests in the Property pursuant to the VPR Easement will be sold to Goldblatts LP (such sale to Goldblatts LP being the "**Acquisition**"). Goldblatts LP will also acquire real property (the "**Parking Property**") known as 1635 West 47th Street, Chicago, IL 60609 which shall be used as an attendant parking lot (the "**Parking Lot**"). Both the Property and the Parking Property are legally described on Exhibit B. Within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete rehabilitation of the Project and the attendant real property (including the Parking Property) into an approximately ninety eight thousand five hundred fifty (98,550) square foot supportive living facility with approximately 101 residential dwelling units and certain attendant facilities (the "**Facility**") thereon. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago "47th/Ashland Tax Increment Financing Redevelopment Plan and Project—Revision Number 5" as further and finally revised by the TIF Plan Ordinance (the "Redevelopment Plan") and attached hereto as Exhibit D.

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

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:

"47th/Ashland Redevelopment Project Area Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

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

"Actual Residents of the City" shall mean persons domiciled within the City.

"Acquisition" 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.

"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) compliance with the Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**); (4) delivery of updated insurance certificates, if applicable (**Section 8.14**); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); and (6) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

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

"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 Contract" shall have the meaning set forth in Section 8.01(l) hereof.

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

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"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.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

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

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"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 "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.

"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) or Section 4.03(b).

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

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, 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** 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 the general contractor(s) hired by the Developer pursuant to Section 6.01.

"General Partner" shall mean Goldblatts SLF of Chicago GP, Inc., an Illinois corporation and the sole general partner of Goldblatts LP.

"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.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"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 47th/Ashland Redevelopment Project Area Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Landmark Ordinance" shall mean the most recent section of the City of Chicago Municipal Code dealing with the historically sensitive properties and the designation of properties as historically significant and/or landmarks which is currently set forth in Section 2-120-580 et. seq. of the City of Chicago Municipal Code.

"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.

"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.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

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

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

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean [final] [initial] 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(a) 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.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM [land title] [urban] 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 the later of: (a) any date to which HED and the Developer may agree to in writing and (b) the date on which the Redevelopment Area is no longer in effect through and including December 31, 2026.

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

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean Stewart Title Guaranty Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer 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.

"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 Facility, 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 July 1, 2013; and (ii) complete construction and conduct business operations therein no later than June 30, 2014.

3.02 Scope Drawings and Plans and Specifications. The Developer will deliver the Scope Drawings and Plans and Specifications to HED and the same shall be approved by HED including, without limitation, the Construction Division of HED and the Historic Preservation Division of HED Bureau of Planning and Zoning. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and 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 Thirty-Three Million Nine Hundred Twenty Thousand Nine Hundred Eighty-Nine and No/100 Dollars (\$33,920,989). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project [where the City will reimburse from [Available] Incremental Taxes only: The Developer hereby certifies to the City that (a) it has Lender Financing and Equity 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 D certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefore) 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 such Change Order 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.

3.05 D 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 (including but not limited to HED's approval of the Scope Drawings and Plans and Specifications) 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 quarterly 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 hereunder and pursuant to the Escrow Agreement.

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.

3.13 Superiority of DCD Loan and Tax Credit Requirements. As part of the financing for the Project, Developer shall receive, among other sources, (i) Equity from the sale of federal low-income housing tax credits, (ii) Lender Financing from the City acting through HED, and (iii) a loan (the "Bond Loan") from the City of the proceeds from the issuance of the City's Multi-Family Housing Revenue Bonds (Goldblatts Supportive Living Project). These sources of financing are subject to federal, state and City statutory (ordinance) and regulatory requirements as the following aspects of monitoring the Project set forth in this Agreement: Change Orders (Section 3.04), Construction Contract (Section 6.02), Insurance (Sections 8.14 and 12), Payment and Performance Bond (Section 6.03), MBE/WBE Participation, Permit Fees (Section 3.12), Affordable Housing (Section 8.20) and Prevailing Wage (Section 8.09). HED hereby acknowledges the superiority of any federal requirements related to the financing in the areas set forth above in this Section 3.13 and hereby acknowledges that if the monitoring division of HED establishes that HED policy has been satisfied in connection with any Lender Financing from HED or federal requirements have been satisfied in connection with other Lender Financing or the federal low-income housing tax credits, then the corresponding requirement set forth above in this Section 3.13 herein shall be deemed to be satisfied. HED, in its discretion, shall reserve the option to allow other obligations, duties and responsibilities of the Developer to be similarly satisfied.

SECTION 4. FINANCING

4.01. Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$33,887,641, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections [4.03(b)] and 4.06</u>)		\$ 5,711,086
Low-Income Housing Tax Credit Equity	\$ 5,531,141	
AHC Capital Contribution (DCEO Grant)	\$ 179,845	
General Partner Equity	\$100	
 Lender Financing		 \$19,000,000
Bond Loan (Tax Exempt Bond Proceeds)	\$18,000,000	
HOME LOAN (through the City)	\$ 1,000,000	
 Estimated City Funds (subject to <u>Section 4.03</u>)		 \$ 2,900,000
 Other Sources		 \$ 6,309,903

Seller Financing—Property Sale	\$ 2,248,300
Deferred Developer Fee	\$ 3,002,708
Arbitrage (From Bonds)	\$ 70,884
Donation Tax Credit Equity	\$ 988,011

ESTIMATED TOTAL \$33,920,989

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 Developer 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. AHC—Ashland intends to cause the City Funds to be loaned to Goldblatts LP (or an affiliate thereof other than AHC—Ashland or AHC) on terms currently expected to be as follows: (a) for a term not to exceed 42 years, (b) at an interest rate not to of 0% per annum, (c) non-recourse, and (d) secured by a fourth mortgage on the Project.

(b) Sources of City Funds. 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 from the sources and in the amounts described directly below (the “City Funds”) to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes and/or TIF Bond Proceeds	\$2,900,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Two Million Nine Hundred Thousand Dollars (\$2,900,000) or **10 and 24/100 percent (10.24%)** of the actual total Project costs; and provided further, that the \$[2,900,000 to be derived from Incremental Taxes and/or TIF Bond proceeds, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

- (i) The amount of the Incremental Taxes deposited into the 47th/Ashland Redevelopment Project Area Special Tax Allocation Fund shall be sufficient to pay for such costs; and
- (ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City, if any, for TIF-Funded Improvements.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$2,900,000 is contingent upon the fulfillment of the conditions set forth in parts (i), and (ii) above. In the event that such conditions are not fulfilled, the amount of

Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) TIF Bonds. [Intentionally Left Blank.]

(d) Retainage. [Intentionally Left Blank].

4.04 Construction Escrow; Requisition Form. (a) The City and the Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) . No City funds shall be disbursed at Closing. The disbursement of City Funds shall be made upon each of the completion of each 25% of the Project by Developer (as each such completion point shall be determined by the Inspection Architect) with the final disbursement of City Funds to occur upon issuance of the Certificate as set forth in Section 7.01. Each disbursement of City Funds into the Escrow shall be made after Developer presents a Requisition Form to HED along with all supporting documentation as HED shall reasonably require and the determination by HED after examining such materials whether the costs for which disbursement is claimed are Project costs and Redevelopment Project Costs. Each disbursement of City Funds shall be made through the Escrow.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the 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 previously contributed Equity or Lender Financing hereunder (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 Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase of Property. [Intentionally Left Blank.]

(c) City Fee. [Intentionally Left Blank.]

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of HED, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$100,000 in the aggregate, may be made without the prior written consent of HED.

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. Prior to each disbursement of City Funds hereunder, the Developer shall submit 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 request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) The total amount of the disbursement request represents the actual cost of the Acquisition or 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 disbursement request have been paid to the parties entitled to such payment;

(c) The Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

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

(e) 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, deposit with the escrow agent or will 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 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 disbursement 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 disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or 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.

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, including without limitation, approvals of the Illinois Historic Preservation Agency and the Commission on Chicago Landmarks, and has submitted evidence thereof to HED.

5.04 Financing. The Developer has furnis 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 furnis 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 other sources 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 Developer as the named insured. 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 each of the Developer's name (and the following trade names of the Developer: Affordable Housing Continuum and Goldblatts of Chicago GP, Inc.) as follows:

Secretary of State
Secretary of State

UCC search
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, Cook County	Pending suits and judgments

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 Developer has provided 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. Each of the Developer(s), AHC and the General Partner have each provided a copy of its Articles or Certificate of Incorporation, Articles of Organization and Certificate of Limited Partnership (as applicable) containing the original certification of the Secretary of State of its state of incorporation or organization; certificates of good standing from the Secretary of State of its state of incorporation and/or organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of each corporation; operating agreements of each limited liability company, partnership agreement of each limited partnership (each certified by the appropriate corporate officer or other organizational official) and such other corporate documentation as the City has requested. Each of the

Developer(s), AHC and the General Partner 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 and Other Legal Matters. 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. Goldblatts LP, the General Partner and the individual owners of the General Partner shall execute that certain "Affidavit and Certificate Regarding the Indictment of Patrick Kane and Related Issues (the "**Kane Certificate**") and shall deliver same dated as of the Closing Date.

5.16 Landmark Designation. The Developer shall have provided written consent to the designation by the City of the Building as a CITY OF CHICAGO Landmark under the City's Landmark Ordinance in a form reasonably acceptable to HED. The significant historical and architectural features of the designation shall be identified as all exterior elevations, including rooflines, of the Building.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to HED for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. 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.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed five percent (5%) of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

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 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 P 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 OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon (a) issuance of a Certificate of Occupancy by the City for the Project, (b) HED receiving written notification from Developer that the Project (as defined herein) has been completed, (c) confirmation by HED that there are no existing Events of Default or conditions which, with the passage of time, would become Events of Default, (d) written determination to HED from the City Monitoring and Compliance Division that Developer is in complete compliance with the provisions of Sections 8.09, 10.01 and 10.02 of this Agreement, (e) completion of the rehabilitation of the Project in accordance with the terms of this Agreement and the final disbursement from the Escrow, (f) the Developer's written request, and (g) verification by the Historic Preservation Division of HED that the Project conforms with the approvals of the Illinois Historic Preservation Agency and the Commission on Chicago, as applicable; 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. 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 rehabilitation 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, 8.06, 8.19 and 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 upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. 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;

(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 4.01, 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; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the Bonds, if any.

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. Each of the Developer(s) and the General Partner 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) Goldblatts LP is an Illinois limited partnership 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, and AHC—Ashland is an Illinois limited liability company 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 Developer(s) has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate and partnership action, and does not and will not violate the AHC--Ashland Articles of Organization, the AHC By-Laws or the Goldblatts LP 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 Developer 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 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) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) enter into any transaction outside the ordinary course of the Developer's business; (3) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (4) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(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; 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

(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; and

(n) at no time during the term of this Agreement shall the Developer sell, transfer, convey, lease 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 without the prior written consent of HED.

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, the Bond Ordinance (if any), 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 Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Covenant to Remain in the City. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Facility through the Term of the Agreement. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

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 monthly written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Each monthly report immediately following when the Project is 25%, 50%, 75% completed and immediately prior to 100% completed (based on the amount of expenditures incurred in relation to the Project Budget) shall also include progress reports on the status of the Project as required in Section 3.07 of this Agreement. 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. 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 fiscal year ended 2011 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, 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. 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. 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, or appear to 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 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.

(iii) Effect of Right to Contest. 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

(iv) Bond/Security for Right to Contest. 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 (A) for the purpose of this Agreement, the [total projected] minimum assessed value of the Property ("minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; (B) Exhibit K sets forth the specific portions of the Property (e.g. the Project Condominium Unit) which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(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.

(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 for the applicable year.

(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.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19I 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, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19I to the

contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19I.]

8.20 Affordable Housing Covenant. The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain **Regulatory Agreement** executed by Goldblatts LP and HED as of the date hereof shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, 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 for senior citizens;

(b) Ninety-one (91) of the units in the Facility shall be available for occupancy to and be occupied solely by one or more senior citizens qualifying as Low Income Families (as defined below) upon initial occupancy; and

Ninety-one (91) of the units in the Facility have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined 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 has 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 eighty percent (80%) 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.

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.20.

8.21 Public Benefits Program. INTENTIONALLY LEFT BLANK

8.22 Job Readiness Program. INTENTIONALLY LEFT BLANK

8.23 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.

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

8.25 Covenants and Representations Regarding the Kane Certificate. Goldblatts LP, the General Partner and the Individual Owners (as defined in the Kane Certificate) all covenant and represent that the covenants, representations and warranties contained in the Kane Certificate 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 shall be in effect throughout the Term of the Agreement.

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 MBE/WBE Budget (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.

(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, the Bond Ordinance, if any, 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 must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (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 must 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.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than

\$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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 (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the 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 basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have 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) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must 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 project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(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 must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. 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 Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve 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 stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must 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 deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

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

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change 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 Indemnitees 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; 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 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 hereto;

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;

(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, 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 or the death of any natural person who owns a material interest in 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 issuance of the Certificate, the sale or transfer of all of the ownership interests of the Developer without the prior written consent of the City, except (1) as permitted under the documents setting forth the terms and conditions of that portion of Lender Financing provided by the HOME Loan from the City (the "HED HOME Loan Documents"), or (2) to the extent that the purchaser of federal low-income housing tax credits may acquire or sell a limited partner interest in the Partnership, provided that the sale is to an affiliate of such purchaser;

(l) the indictment of any of the Individual Owners (as defined in the Kane Certificate) on any violation of (i) the laws of the United States, (ii) the laws of the State of Illinois or (iii) any ordinance of the City; or

(m) any misrepresentation or material omission in the Kane Certificate.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's partnership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or] 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 damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, the Developer shall be obligated to repay to the City all previously disbursed City Funds.

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 thirty (30) 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, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, which cure shall occur within one-hundred (180) days; **provided, further**, that notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of and default made or tendered by one of Developer's limited partners or by any lender of Lender Financing 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 Developer.

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 (a) 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

Attn: Scott Henry, President

With Copies To: Schain Burney Banks & Kenny, Ltd.
70 W. Madison St.,
Suite 4500
Attn: Kevin J. Wolfberg
Chicago, IL 60602

---AND---

Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Blvd.
Suite 400
Attn: Matthew C. Brett
Chicago, IL 60661

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 and/or the [the Bond Ordinance, if any,] 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. 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 [Sections 8.19 [Real Estate Provisions] and 8.23] (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 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.

18.22 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

GOLDBLATTS OF CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership

By: Goldblatts SLF of Chicago GP, Inc., an Illinois corp., its general partner

By: *[Signature]*

Its: President

AHC ASHLAND LLC, an Illinois limited liability company

By: Affordable Housing Continuum, an Illinois not-for-profit corporation, its sole member

By: *[Signature]*

Its: President

Affordable Housing Continuum, an Illinois not-for-profit corporation

By: *[Signature]*

Its: President

CITY OF CHICAGO

By: _____

Andrew J. Mooney
Commissioner
Department of Housing and Economic Development

[BALANCE OF PAGE INTENTIONALLY BLANK—SIGNATURES CONTINUE ON NEXT PAGE]

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.

GOLDBLATTS OF CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership

By: Goldblatts SLF of Chicago GP, Inc., an Illinois corp., its general partner

By: _____

Its: _____

AHC ASHLAND LLC, an Illinois limited liability company

By: Affordable Housing Continuum, an Illinois not-for-profit corporation, its sole member

By: _____


Its: _____

Affordable Housing Continuum, an Illinois not-for-profit corporation

By: _____

Its: _____

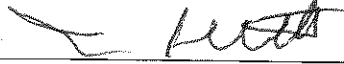
CITY OF CHICAGO

By:  _____

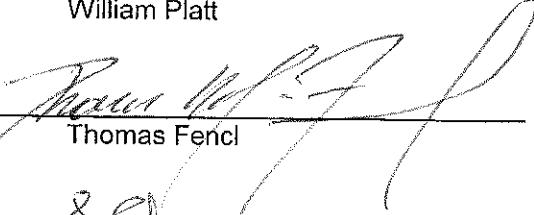
Andrew J. Modney
Commissioner
Department of Housing and Economic Development

[BALANCE OF PAGE INTENTIONALLY BLANK—SIGNATURES CONTINUE ON NEXT PAGE]

Each of the undersigned individual owners of the General Partner hereby executes this Redevelopment Agreement solely in regards to certain covenants, representations and warranties regarding the Kane Certificate, certain litigation and other matters specifically set forth herein.



William Platt



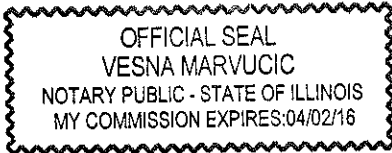
Thomas Fencil



Sheryl Cohen

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was signed and acknowledged before me on 29th January 2013, by William Platt.



Vesna Marvucic
Notary Public, Cook County, Illinois

My Commission Expires: 4/2/16

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was signed and acknowledged before me on January 29 2013, by Thomas Fencl.

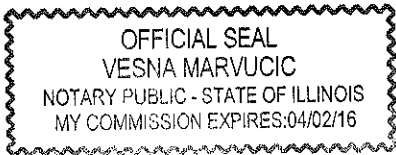


Vesna Marvucic
Notary Public, Cook County, Illinois

My Commission Expires: 4/2/16

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was signed and acknowledged before me on January 29 2013, by Sheryl Cohen.



Vesna Marvucic
Notary Public, Cook County, Illinois

My Commission Expires: 4/2/16

47TH / ASHLAND REDEVELOPMENT AREA

ALL THAT PART OF SECTIONS 5, 6, 7 AND 8 IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH JUSTINE STREET WITH THE NORTH LINE OF WEST 49TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 49TH STREET TO THE EAST LINE OF SOUTH LOOMIS STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LOOMIS STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 47 IN BLOCK 1 OF P. S. BARBER'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 47 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 51ST STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 51ST STREET TO THE WEST LINE OF LOT 55 IN BALLIN'S SUBDIVISION OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 55 BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE TO THE SOUTH LINE OF WEST 53RD ST;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 53RD ST TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 25 IN BLOCK 8 OF THE SUBDIVISION OF BLOCKS 3, 7 AND 8 OF THE ORVIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EAST LINE OF LOT 25 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE TO THE NORTH LINE OF LOT 43 IN BLOCK 1 OF SAID ORVIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID NORTH LINE OF LOT 43 IN BLOCK 1 OF THE ORVIS SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF AND ALONG THE NORTH LINE OF LOT 6 IN BLOCK 2 OF AFORESAID ORVIS SUBDIVISION TO THE WEST LINE OF SAID LOT 6 IN BLOCK 2 OF THE ORVIS SUBDIVISION, SAID WEST LINE OF LOT 6 BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH PAULINA STREET;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 6 IN BLOCK 2 OF THE ORVIS SUBDIVISION TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 43 IN SAID BLOCK 2 OF THE ORVIS SUBDIVISION;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 43 IN SAID BLOCK 2 OF THE ORVIS SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH PAULINA STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH PAULINA STREET TO THE NORTH LINE OF LOT 5 IN THE PLAT OF BLOCK 3 OF ORVIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID NORTH LINE OF LOT 5 IN THE PLAT OF BLOCK 3 OF ORVIS SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF AND ALONG THE NORTH LINE OF LOT 44 IN SAID PLAT OF BLOCK 3 OF ORVIS SUBDIVISION TO THE EAST LINE OF SOUTH HERMITAGE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH HERMITAGE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 47 IN THE RESUBDIVISION OF BLOCK 4 OF THE ORVIS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 47 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 51ST STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE ALLEY SOUTH OF WEST 51ST STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 5 IN THE SUBDIVISION OF THE EAST HALF OF LOTS 1 AND 4 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 5 IN THE SUBDIVISION OF THE EAST HALF OF LOTS 1 AND 4 IN IGLEHART'S SUBDIVISION AND ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 5 TO THE NORTH LINE OF WEST 51ST STREET;

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THENCE EAST ALONG SAID NORTH LINE OF WEST 51ST STREET TO THE EAST LINE OF LOT 3 IN TOLMAN'S SUBDIVISION OF LOTS 26 TO 33, BOTH INCLUSIVE, IN BLOCK 57 OF THE CHICAGO UNIVERSITY SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE WEST THREE QUARTERS OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EAST LINE OF LOT 3 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH DAMEN AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH DAMEN AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 21 IN SAID BLOCK 57 OF THE CHICAGO UNIVERSITY SUBDIVISION;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 21 IN SAID BLOCK 57 OF THE CHICAGO UNIVERSITY SUBDIVISION TO THE WEST LINE OF SOUTH DAMEN AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH DAMEN AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 19 IN HULBERT'S RESUBDIVISION OF BLOCK 56 IN AFORESAID CHICAGO UNIVERSITY SUBDIVISION, SAID SOUTH LINE OF LOT 19 BEING ALSO THE NORTH LINE OF THE ALLEY NORTH OF WEST 51ST STREET;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE ALLEY NORTH OF WEST 51ST STREET AND ALONG THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SOUTH WINCHESTER AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WINCHESTER AVENUE TO THE SOUTH LINE OF LOT 31 IN BLOCK 55 OF AFORESAID CHICAGO UNIVERSITY SUBDIVISION;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 31 IN BLOCK 55 OF CHICAGO UNIVERSITY SUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF, AND ALONG THE NORTH LINE OF THE SOUTH 8.00 FEET OF LOT 20 IN SAID BLOCK 55 OF CHICAGO UNIVERSITY SUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SOUTH WOLCOTT STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WOLCOTT STREET TO THE NORTH LINE OF WEST 51ST STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 51ST STREET TO THE WEST LINE OF SOUTH WOOD STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH WOOD STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 31 IN BLOCK 52 OF AFORESAID CHICAGO UNIVERSITY SUBDIVISION, SAID SOUTH LINE OF LOT 31 BEING ALSO THE NORTH LINE OF THE ALLEY NORTH OF WEST 51ST STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY NORTH OF WEST 51ST STREET AND ALONG THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 31 IN BLOCK 50 OF SAID CHICAGO UNIVERSITY SUBDIVISION, SAID SOUTHWEST CORNER OF LOT 31 BEING ALSO A POINT ON THE EAST LINE OF SOUTH PAULINA STREET;

THENCE CONTINUING EAST ALONG THE SOUTH LINE OF SAID LOT 31 IN BLOCK 50 OF CHICAGO UNIVERSITY SUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF AND ALONG THE SOUTH LINE OF LOT 20 IN SAID BLOCK 50 OF CHICAGO UNIVERSITY SUBDIVISION TO THE WEST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 32 IN BLOCK 49 OF AFORESAID CHICAGO UNIVERSITY SUBDIVISION, SAID SOUTH LINE OF LOT 32 BEING ALSO THE NORTH LINE OF THE ALLEY NORTH OF WEST 51ST STREET;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 32 IN BLOCK 49 OF CHICAGO UNIVERSITY SUBDIVISION TO THE EAST LINE OF SAID LOT 32, SAID EAST LINE OF LOT 32 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE TO THE SOUTH LINE OF LOT 43 IN BLOCK 1 IN RILEY'S SUBDIVISION OF BLOCK 24 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 43 IN BLOCK 1 IN RILEY'S SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH MARSHFIELD AVENUE TO THE SOUTH LINE OF LOT 13 IN BLOCK 2 OF BERGER AND JACOB'S SUBDIVISION OF

BLOCK 9 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 13 IN BLOCK 2 OF BERGER AND JACOB'S SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 46 IN SAID BLOCK 2 OF BERGER AND JACOB'S SUBDIVISION, SAID EAST LINE OF LOT 46 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH MARSHFIELD AVENUE TO THE NORTH LINE OF LOT 47 IN SAID BLOCK 2 OF BERGER AND JACOB'S SUBDIVISION, SAID NORTH LINE OF LOT 47 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET TO THE EAST LINE OF SOUTH WOOD STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WOOD STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 47 IN RILEY'S SUBDIVISION OF THE EAST HALF OF BLOCK 11 IN AFORESAID STONE AND WHITNEY'S SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 47 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH HONORE STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH HONORE STREET TO THE NORTH LINE OF LOT 6 IN JOHN PECHA'S SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF BLOCK 11 IN AFORESAID STONE AND WHITNEY'S SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID NORTH LINE OF LOT 6 IN JOHN PECHA'S SUBDIVISION TO THE WESTERLY MOST NORTHWEST CORNER OF SAID LOT 6;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 6 IN JOHN PECHA'S SUBDIVISION LOT TO THE EAST LINE OF LOT 6 IN B. F. JACOB'S SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF BLOCK 11 IN AFORESAID STONE AND WHITNEY'S SUBDIVISION IN THE WEST HALF OF THE

NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EAST LINE OF LOT 6 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH HONORE STREET;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH HONORE STREET TO THE SOUTH LINE OF LOT 2 IN SAID B. F. JACOB'S SUBDIVISION;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN B. F. JACOB'S SUBDIVISION TO THE EAST LINE OF SOUTH WOLCOTT STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WOLCOTT STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN THE STONE ESTATE SUBDIVISION OF THE EAST HALF OF BLOCK 10 OF AFORESAID CHICAGO UNIVERSITY SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 6 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 6 IN THE STONE ESTATE SUBDIVISION TO THE WEST LINE OF SAID LOT 6, SAID WEST LINE OF LOT 6 BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH WINCHESTER AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY EAST OF SOUTH WINCHESTER AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN WINTER'S RESUBDIVISION OF THE WEST HALF OF BLOCK 10 OF AFORESAID CHICAGO UNIVERSITY SUBDIVISION, SAID NORTH LINE OF LOT 6 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 6 IN SAID WINTER'S RESUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH WINCHESTER AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH WINCHESTER AVENUE TO THE NORTH LINE OF LOT 6 IN BENTLEY'S SUBDIVISION OF THE EAST HALF OF BLOCK 9 IN AFORESAID CHICAGO UNIVERSITY SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 6 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID NORTH LINE OF LOT 6 IN BENTLEY'S SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 45 IN BLOCK 9 IN AFORESAID CHICAGO UNIVERSITY SUBDIVISION, SAID

EAST LINE OF LOT 45 BEING ALSO THE WEST LINE OF THE ALLEY EAST OF SOUTH DAMEN AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF LOT 45 IN BLOCK 9 IN CHICAGO UNIVERSITY SUBDIVISION TO THE NORTH LINE THEREOF;

THENCE WEST ALONG SAID NORTH LINE OF LOT 45 IN BLOCK 9 IN CHICAGO UNIVERSITY SUBDIVISION TO THE WEST LINE THEREOF, SAID WEST LINE OF LOT 45 BEING ALSO THE EAST LINE OF SOUTH DAMEN AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH DAMEN AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN BLOCK 1 IN HULING AND JOHNSON'S SUBDIVISION OF BLOCK 13 IN AFORESAID STONE AND WHITNEY'S SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 12 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET TO THE EAST LINE OF SOUTH HOYNE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH HOYNE AVENUE TO THE SOUTH LINE OF LOT 33 IN BLOCK 2 IN AFORESAID HULING AND JOHNSON'S SUBDIVISION;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 33 IN BLOCK 2 IN HULING AND JOHNSON'S SUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF AND ALONG THE SOUTH LINE OF LOT 28 IN SAID BLOCK 2 IN HULING AND JOHNSON'S SUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SOUTH SEELEY AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH SEELEY AVENUE TO THE SOUTH LINE OF WEST 48TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 48TH STREET TO THE EAST LINE OF SOUTH HOYNE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH HOYNE AVENUE TO THE SOUTH LINE OF WEST 49TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 49TH STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 48 IN BLOCK 2 IN E. C. HULING'S

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SUBDIVISION OF BLOCK 19 (EXCEPT THE WEST 17 FEET) OF AFORESAID STONE AND WHITNEY'S SUBDIVISION, SAID SOUTHERLY EXTENSION BEING ALSO THE EAST LINE OF VACATED 49TH STREET;

THENCE NORTH ALONG SAID EAST LINE OF VACATED 49TH STREET TO THE SOUTHWEST CORNER OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-030;

THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL OF PROPERTY BEARING PIN 20-07-107-030 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-031 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-025 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-035 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-034 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-029 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-036 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-037 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-016 AND ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-07-107-002 AND ALONG THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WEST 47TH STREET;

THENCE EAST ALONG SAID CENTER LINE OF WEST 47TH STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 79 IN F. B. CLARKE'S SUBDIVISION OF BLOCK 7 OF STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 79 BEING ALSO THE EAST LINE OF SOUTH DAMEN AVENUE;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SOUTH DAMEN AVENUE TO THE SOUTH LINE OF LOT 80 IN F. B. CLARKE'S SUBDIVISION OF BLOCK 7 OF STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTH LINE OF LOT 80 BEING ALSO THE NORTH LINE OF THE ALLEY NORTH OF WEST 47TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY NORTH OF WEST 47TH STREET TO WEST LINE OF SOUTH WOOD STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH WOOD STREET TO THE NORTH LINE OF WEST 46TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 46TH STREET TO THE EAST LINE OF SOUTH HERMITAGE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH HERMITAGE AVENUE TO THE SOUTH LINE OF LOT 31 IN BLOCK 1 OF SCHLESINGER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTH LINE OF LOT 31 BEING ALSO THE NORTH LINE OF THE ALLEY NORTH OF WEST 47TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY NORTH OF WEST 47TH STREET TO THE WEST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN COUNSELMAN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 6 IN COUNSELMAN'S SUBDIVISION TO THE EAST LINE OF SAID LOT 6, SAID EAST LINE OF LOT 6 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE TO THE SOUTH LINE OF WEST 46TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 46TH STREET TO THE EAST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH MARSHFIELD AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 31 IN EMERY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 31 IN EMERY'S SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 30 IN SAID EMERY'S SUBDIVISION, SAID EAST LINE OF LOT 30 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 24 IN BLOCK 1 OF JASSOY'S RESUBDIVISION OF THAT PART OF THE EAST 10 ACRES OF THE NORTH 15 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF PAULINA STREET;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 24 IN BLOCK 1 OF JASSOY'S RESUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH MARSHFIELD AVENUE TO THE SOUTH LINE OF LOT 2 IN BLOCK 1 OF DEARLOVE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 2 IN BLOCK 1 OF DEARLOVE'S SUBDIVISION TO THE EAST LINE OF SAID LOT 2, SAID EAST LINE OF LOT 2 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH ASHLAND AVENUE TO THE NORTH LINE OF LOT 42 IN W. L. SAMPSON'S SUBDIVISION OF THE EAST HALF OF BLOCK 1 IN W. L. SAMPSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 42 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 43RD STREET;

THENCE WEST ALONG SAID NORTH LINE OF LOT 42 IN W. L. SAMPSON'S SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH MARSHFIELD AVENUE TO THE NORTH LINE OF LOT 77 IN DAVIS SQUARE ADDITION TO CHICAGO IN W. L. SAMPSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 77 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 43RD STREET;

THENCE WEST ALONG SAID NORTH LINE OF LOT 77 IN DAVIS SQUARE ADDITION TO CHICAGO TO THE WEST LINE THEREOF, SAID WEST LINE OF LOT 77 BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH PAULINA STREET;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY EAST OF SOUTH PAULINA STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 79 IN SAID DAVIS SQUARE ADDITION TO CHICAGO;

THENCE WEST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 79 IN DAVIS SQUARE ADDITION TO CHICAGO TO THE EAST LINE OF SOUTH PAULINA STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH PAULINA STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 101 IN AFORESAID DAVIS SQUARE ADDITION TO CHICAGO;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 101 IN DAVIS SQUARE ADDITION TO CHICAGO AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 106 IN SAID DAVIS SQUARE ADDITION TO CHICAGO, SAID EAST LINE OF LOT 106 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH PAULINA STREET;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH PAULINA STREET AND ALONG THE NORTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF LOT 16 IN SAID DAVIS SQUARE ADDITION TO CHICAGO, SAID SOUTH LINE OF LOT 16 BEING ALSO THE NORTH LINE OF THE ALLEY SOUTH OF WEST 43RD STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY SOUTH OF WEST 43RD STREET TO THE WEST LINE OF SOUTH PAULINA STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH PAULINA STREET TO THE SOUTH LINE OF WEST 43RD STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 43RD STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-046;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-046 TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-072;

THENCE EAST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-072 TO THE EAST LINE THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-072 TO THE NORTH LINE THEREOF;

THENCE EAST ALONG THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-016 AND ALONG THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-06-200-067 TO THE WEST LINE OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH ASHLAND AVENUE TO THE SOUTH LINE OF WEST 43RD STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST 43RD STREET TO A LINE 17 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 7 IN PACKERS SUBDIVISION OF THE NORTHEAST OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID LINE 17 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 7 IN PACKERS SUBDIVISION BEING ALSO THE NORTHERLY EXTENSION OF THE WEST LINE OF PACKERS AVENUE AS OPENED 150.10 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LINE 17 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 7 IN PACKERS SUBDIVISION BEING ALSO A BOUNDARY LINE OF "THE STOCKYARDS SOUTHEAST QUADRANT INDUSTRIAL REDEVELOPMENT PROJECT"

THENCE SOUTH ALONG SAID LINE 17 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 7 IN PACKERS SUBDIVISION AND ALONG THE WEST LINE OF SOUTH PACKERS AVENUE TO THE NORTH LINE OF THE SOUTH HALF OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 20-05-301-004;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH ALONG SAID EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, SAID SOUTH LINE BEING ALSO THE CENTER LINE OF WEST 47TH STREET;

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THENCE WEST ALONG SAID SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5 TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EAST LINE BEING ALSO THE CENTER LINE OF SOUTH LOOMIS STREET;

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH LOOMIS STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN KAY'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID NORTH LINE OF LOT 1 IN KAY'S SUBDIVISION TO THE WEST LINE THEREOF, SAID WEST LINE OF LOT 1 IN KAY'S SUBDIVISION BEING ALSO THE EAST LINE OF THE ALLEY WEST OF SOUTH LOOMIS STREET;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY WEST OF SOUTH LOOMIS STREET TO THE SOUTH LINE OF WEST 48TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST 48TH STREET TO THE WEST LINE OF SOUTH BISHOP STREET;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH BISHOP STREET TO THE NORTH LINE OF LOT 1 IN COUNSELMAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY SOUTH OF WEST 47TH STREET TO THE WEST LINE OF LOT 44 IN BLOCK 5 OF KAY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 44 IN BLOCK 5 OF KAY'S SUBDIVISION BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE TO THE NORTH LINE OF WEST 48TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 48TH STREET TO THE EAST LINE OF SOUTH JUSTINE STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH JUSTINE STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 41 IN BLOCK 4 OF THE RESUBDIVISION OF BLOCKS 3 AND 4 IN AFORESAID KAY'S ADDITION TO CHICAGO;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 41 IN BLOCK 4 OF THE RESUBDIVISION OF BLOCKS 3 AND 4 IN KAY'S ADDITION TO CHICAGO TO THE WEST LINE OF SAID LOT 41, SAID WEST LINE OF LOT 41 BEING ALSO THE EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY EAST OF SOUTH ASHLAND AVENUE TO THE NORTH LINE OF WEST 49TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST 49TH STREET TO THE POINT OF BEGINNING AT THE EAST LINE OF SOUTH JUSTINE STREET;

EXCEPTING FROM THE FOREGOING THE FOLLOWING TWO PARCELS OF LAND:

EXCEPTION PARCEL 1,

BEING ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 46TH STREET WITH THE WEST LINE OF SOUTH JUSTINE STREET;

THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET TO THE WEST LINE OF LOT 24 IN BLOCK 4 OF S. E. GROSS' SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 24 BEING ALSO THE EAST LINE OF THE ALLEY WEST OF SOUTH JUSTINE STREET;

THENCE NORTH ALONG SAID EAST LINE OF THE ALLEY WEST OF SOUTH JUSTINE STREET TO THE SOUTH LINE OF WEST 45TH STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST 45TH STREET TO THE EAST LINE OF LOT 44 IN BLOCK 2 OF AFORESAID S. E. GROSS' SUBDIVISION, SAID EAST LINE OF LOT 44 BEING ALSO THE WEST LINE OF THE ALLEY EAST SOUTH LAFLIN STREET;

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THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY EAST OF SOUTH LAFLIN STREET TO THE NORTHEASTERLY LINE OF LOT 30 IN SAID BLOCK 2 OF S. E. GROSS' SUBDIVISION, SAID NORTHEASTERLY LINE OF LOT 30 BEING ALSO THE SOUTHWESTERLY LINE OF THE ALLEY EAST OF SOUTH LAFLIN STREET;

THENCE SOUTHEAST ALONG SAID NORTHEASTERLY LINE OF LOT 30 IN BLOCK 2 OF S. E. GROSS' SUBDIVISION AND ALONG THE NORTHEASTERLY LINE OF LOT 22 IN SAID BLOCK 2 OF S. E. GROSS' SUBDIVISION TO THE NORTHWESTERLY LINE OF MC DOWELL STREET;

THENCE SOUTHWEST ALONG SAID NORTHWESTERLY LINE OF MC DOWELL STREET TO THE EAST LINE OF SOUTH LAFLIN STREET;

THENCE NORTH ALONG SAID EAST OF SOUTH LAFLIN STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 21 IN BLOCK 3 IN SAID S. E. GROSS' SUBDIVISION;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 21 IN BLOCK 3 IN S. E. GROSS' SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 27 IN SAID BLOCK 3 IN S. E. GROSS' SUBDIVISION, SAID EAST LINE OF LOT 27 BEING ALSO THE WEST LINE OF THE ALLEY WEST OF SOUTH LAFLIN STREET;

THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY WEST OF SOUTH LAFLIN STREET TO THE NORTH LINE OF WEST 46TH STREET;

THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET TO THE POINT OF BEGINNING AT THE WEST LINE OF SOUTH JUSTINE STREET;

EXCEPTION PARCEL 2,

BEING ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 46TH STREET WITH THE EAST LINE OF SOUTH LAFLIN STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST 46TH STREET TO THE WEST LINE OF SOUTH BISHOP STREET;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH BISHOP STREET TO THE SOUTH LINE OF LOT 46 IN BLOCK 2 OF S. E. GROSS' SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 46 IN BLOCK 2 OF S. E. GROSS' SUBDIVISION AND ALONG THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 5 IN SAID BLOCK 2 OF S. E. GROSS' SUBDIVISION, SAID EAST LINE OF LOT 5 BEING ALSO THE WEST LINE OF THE ALLEY EAST OF SOUTH LAFLIN STREET;

THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY EAST OF SOUTH LAFLIN STREET TO THE NORTH LINE OF LOT 15 IN SAID BLOCK 2 OF S. E. GROSS' SUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE OF LOT 15 IN SAID BLOCK 2 OF S. E. GROSS' SUBDIVISION TO THE EAST LINE OF SOUTH LAFLIN STREET;

THENCE NORTH ALONG SAID EAST LINE OF SOUTH LAFLIN STREET TO THE POINT OF BEGINNING AT THE SOUTH LINE OF WEST 46TH STREET;

ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

EXHIBIT B

PROPERTY

PARCEL 1:

LOTS 1 TO 5 INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING SOUTH ASHLAND AVENUE); LOT 43 (EXCEPT THAT PART OF SAID LOT 43 DEDICATED FOR AN ALLEY BY DOCUMENT NO. 5610414); LOTS 44 TO 47, BOTH INCLUSIVE AND 16 FOOT STRIP FORMERLY ALLEY AND NOW VACATED LYING WEST OF AND ADJOINING SAID LOTS 1, 2 AND 3, ALL IN BLOCK 1 IN BERGER AND JACOB'S SUBDIVISION OF BLOCK 9 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE NORTH AND SOUTH ALLEY BEING PART OF SAID LOT 43 AS DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 12th, 1905 AS DOCUMENT NUMBER 5610414 TOGETHER WITH THAT PART OF THE NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 4 AND 5 AND LYING EAST OF AND ADJOINING THE EAST LINE OF ORIGINAL LOT 43 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 TO THE SOUTHEAST CORNER OF ORIGINAL LOT 43, ALL IN BLOCK 1 OF BERGER AND JACOBS SUBDIVISION AFOREMENTIONED,

EXCEPT THAT PART LYING BETWEEN THE HORIZONTAL PLANES OF 14.75 FEET AND 32.00 FEET, CHICAGO CITY DATUM (CCD), BASED ON THE CITY OF CHICAGO BENCHMARK MONUMENT NUMBER 90 HAVING AN ELEVATION OF 14.545 CCD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 47; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF WEST 47TH STREET, BEING AN ASSUMED BEARING, 88.81 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN EXISTING WALL WITHIN AN EXISTING BUILDING; THENCE SOUTH, EAST AND NORTH THE FOLLOWING FIVE COURSES ALONG SAID CENTERLINE: (1) SOUTH 00 DEGREES 22 MINUTES 21 SECONDS WEST 25.55 FEET; (2) SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST 49.45 FEET; (3) NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST 7.00 FEET; (4) SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST 44.40 FEET; (5) NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST 18.75 FEET TO A POINT ON SAID SOUTH LINE OF WEST 47TH STREET; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE OF WEST 47TH STREET 65.69 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH ASHLAND AVENUE AS WIDENED; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE AS WIDENED 124.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 111.17 FEET

TO THE SOUTHWEST CORNER THEREOF, ALSO BEING THE WESTERLY FACE OF THE EXISTING BRICK BUILDING; THENCE NORTH 00 DEGREES 18 MINUTES 39 SECONDS EAST ALONG SAID WEST FACE 16.36 FEET TO AN INSIDE CORNER OF SAID BRICK BUILDING; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BRICK BUILDING 17.58 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST 16.98 FEET TO A POINT ON THE NORTH LINE OF THE EXISTING PUBLIC ALLEY; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST CONTINUING ALONG SAID NORTH LINE 46.81 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTERLINE OF AN EXISTING WALL WITHIN AN EXISTING BUILDING; THENCE NORTH AND WEST THE FOLLOWING SEVEN COURSES ALONG SAID CENTERLINE: (1) NORTH 00 DEGREES 18 MINUTES 39 SECONDS EAST 29.59 FEET; (2) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 24.20 FEET; (3) NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 17.06 FEET; (4) NORTH 41 DEGREES 31 MINUTES 43 SECONDS WEST 5.61 FEET; (5) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 18.01 FEET; (6) NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 22.70 FEET; (7) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 27.02 FEET TO A POINT ON THE EAST LINE OF SOUTH MARSHFIELD AVENUE; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST ALONG SAID EAST LINE 52.03 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPT THAT PART LYING BETWEEN THE HORIZONTAL PLANES OF 107.00 FEET AND 145.00 FEET, CHICAGO CITY DATUM (CCD), BASED ON THE CITY OF CHICAGO BENCHMARK MONUMENT NUMBER 90 HAVING AN ELEVATION OF 14.545 CCD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 47; THENCE SOUTH 00 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 47 ~~ALSO BEING EAST LINE OF SOUTH MARSHFIELD AVENUE 125.20 FEET TO THE~~ SOUTHWEST CORNER OF SAID LOT 47, ALSO BEING A POINT ON THE NORTH LINE OF A PUBLIC ALLEY; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE 36.20 FEET TO THE POINT ON THE WEST WALL OF THE EXISTING PENTHOUSE, SAID POINT BEING THE OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 45 SECONDS EAST ALONG THE WEST WALL OF SAID PENTHOUSE 29.43 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 26 SECONDS EAST ALONG THE NORTH WALL OF SAID PENTHOUSE 37.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST ALONG THE EAST WALL OF SAID PENTHOUSE 29.64 FEET TO A POINT ON THE NORTH LINE OF SAID PUBLIC ALLEY; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE 37.08 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 4707 S. Marshfield Avenue, Chicago, IL 60640
Permanent Index Numbers: 20-07-207-001-0000 & 20-07-207-002-0000

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 2 IN BERGER AND JACOB'S SUBDIVISION OF BLOCK 9 IN STONE AND WHITNEY'S SUBDIVISION IN THE NORTH HALF OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1635 W 47th Street

Permanent Index Number: 20-07-206-010

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY 4700 SOUTH ASHLAND LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED 1.29.13 AND RECORDED _____ AS DOCUMENT NUMBER 1302922085.

EXHIBIT D

REDEVELOPMENT PLAN

[Not attached for Recording purposes.]

EXHIBIT E

CONSTRUCTION CONTRACT

[Not attached for Recording purposes.]

EXHIBIT F

ESCROW AGREEMENT

[Not attached for Recording purposes.]

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.

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

[NONE]

EXHIBIT H-1
PROJECT BUDGET

Line Item	Amount
Building Cost	9,838,850
Land Cost	1,078,000
Other Acquisition	115,744
Acquisition Costs Subtotal	11,032,594
Net Construction Costs	8,981,908
Surface Parking	194,000
General Conditions	418,190
Profit	200,000
Construction Costs Subtotal	9,794,098
Furniture, Fixtures, & Equip't	400,000
Bond Premium/ LOC Fees	69,331
Other Construction	100,000
Contingency	1,002,624
Other Construction Subtotal	1,571,955
Architect - Design	284,482
Architect - Supervision	22,000
Engineering Fees	40,490
As-Is Plats & Surveys	9,551
Accountant -- General	35,000
Legal - Organizational	512,000
Legal - Syndication	80,000
Consultant - Financial	202,000
Appraisal	24,100
Market Study	14,863
Phase I Environ. Report	650
Title & Recording Fees	55,000
Other Professional Fees	101,412
Professional Fees Subtotal	1,381,548
Tax Credit Issuer Fees	34,697
Application Fees	1,800
Lender Legal Fees	18,000
Bond -- Trustee	9,000
Bond -- Underwriter	360,000
Bond -- Underwriter's Counsel	56,250
Bond -- Bond Counsel	81,000
Bond -- Other	283,500
Construction Interest	1,503,125
Other Lender Fees	27,000
Lender Fees Subtotal	2,374,372
Liability Insurance	131,404
Real Estate Taxes	50,000
Construction Period Subtotal	181,404
Model Units	170,000

Other Marketing & Leasing	138,926
Marketing & Leasing Subtotal	308,926
Developer Fee	37,649
Deferred Developer Fee	3,002,708
Developer Fee Subtotal	3,040,357
Lease-Up Reserve	632,132
Insurance Reserve	24,000
Property Tax Reserve	200,000
Operating Reserve	1,965,615
Replacement Reserve	60,600
Other Reserves	1,353,388
Reserves Subtotal	4,235,735
Grand Total Dev Costs	33,920,989

EXHIBIT H-2
MBE/WBE BUDGET
INTENTIONALLY LEFT BLANK

EXHIBIT I

APPROVED PRIOR EXPENDITURES

NO APPROVED PRIOR EXPENDITURES

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[Not attached for Recording purposes.]

EXHIBIT K

PRELIMINARY TIF PROJECTION -- REAL ESTATE TAXES

[SEE ATTACHED]

EXHIBIT L
REQUISITION FORM

[Not attached for Recording purposes.]

EXHIBIT M

FORM OF NOTE

NOT APPLICABLE—INTENTIONALLY LEFT BLANK

EXHIBIT N

PUBLIC BENEFITS PROGRAM

NOT APPLICABLE—INTENTIONALLY LEFT BLANK

EXHIBIT O

FORM OF SUBORDINATION AGREEMENT

[Not attached for Recording purposes.]

EXHIBIT P

FORM OF PAYMENT BOND

[Not attached for Recording purposes.]
