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Eugene "Gene" Moore RHSP Fee: \$10.00  
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This agreement was prepared by and  
after recording return to:

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## CHARLES A. BECKETT ASSOCIATES LIMITED PARTNERSHIP REDEVELOPMENT AGREEMENT

This Charles A. Beckett Associates Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this 25th day of August, 2009, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Community Development ("DCD"), Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Developer"), and Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation (the "General Partner").

### 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.

Box 430

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 ordinances on September 5, 2007: (1) approving a redevelopment plan for the Pershing/King Redevelopment Project Area; (2) designating the Pershing/King Redevelopment Project Area as a redevelopment project area pursuant to the Act; and (3) adopting tax increment allocation financing for the Pershing/King 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.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the 47<sup>th</sup>/King Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois Designating the 47<sup>th</sup>/King Redevelopment Project Area as a Tax Increment Financing District;" and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47<sup>th</sup>/King Redevelopment Project Area" (the "47<sup>th</sup>/King TIF Adoption Ordinance") (items (1)-(3) collectively referred to herein as the "47<sup>th</sup>/King TIF Ordinances," the redevelopment plan approved by the 47<sup>th</sup>/King TIF Ordinances is referred to herein as the "47<sup>th</sup>/King Redevelopment Plan" and the redevelopment project area created by the 47<sup>th</sup>/King TIF Ordinances is referred to herein as the "47<sup>th</sup>/King Redevelopment Area").

The Pershing/King Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 47<sup>th</sup>/King Redevelopment Area and the Pershing/King Redevelopment Area.

D. The Project: The Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area at 400 East 41<sup>st</sup> Street and 401 East 40<sup>th</sup> Street, Chicago, Illinois 60653 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, has commenced and substantially completed rehabilitation of a 27-story, 250 unit rental residential building for senior citizens and a 19-story, 170-unit rental residential building for senior citizens (together, 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 Pershing/King Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D.

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

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds")

may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

G. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which those Incremental Taxes is received (the "Transfer Rights"). The City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and shall transfer a portion of the 47<sup>th</sup>/King Incremental Taxes from the 47<sup>th</sup>/King Redevelopment Area into the Pershing/King Redevelopment Project Area TIF Fund (as defined herein) in order to pay for a portion of the TIF-Eligible Improvements related to the Project, to the extent and in the manner hereinafter provided.

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

## SECTION 1. RECITALS

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

## SECTION 2. DEFINITIONS

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

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

"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 or the General Partner.

"Agreement" shall mean this Agreement and all amendments hereto.

"Available Incremental Taxes" shall mean an amount equal to the Incremental Taxes deposited in the TIF Fund attributable to the taxes levied on the Redevelopment Area as adjusted to reflect the amount of the City Fee described in Section 4.05(c) hereof, plus any amounts of 47<sup>th</sup>/King incremental taxes which may be transferred from time to time into said fund pursuant to the Transfer Rights and this Agreement, all as of the date any payment is made under this Agreement to Developer or the General Partner.

"Bond Regulatory Agreement" shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants among the Developer, the City and Amalgamated Bank of Chicago, as trustee, dated as of January 1, 2007 and recorded against the Property on January 30, 2007 as Document Number 0703018084 with the Office of the Recorder of Deeds of Cook County, Illinois.

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

"City Fee" shall mean the fee described in Section 4.05(c) 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.

"Construction Contract" shall mean that certain contract 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, entered into by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s).

"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 and the General Partner 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.

"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.

"HUD" shall mean the United States Department of Housing and Urban Development

"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 TIF Fund established pursuant to the TIF Adoption Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"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.

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

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

"Plans and Specifications" shall mean final 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, showing the total cost of the Project by line item, furnished by the Developer to DCD, 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.

"Regulatory Agreement" shall mean, collectively, the Tax Credit Regulatory Agreement and the Bond Regulatory Agreement.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by the Developer to DCD 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 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).

"Tax Credit Regulatory Agreement" shall mean that certain Regulatory Agreement between the Developer and the City dated as of January 1, 2007 and recorded against the Property on January 30, 2007 as Document Number 0703018083 with the Office of the Recorder of Deeds of Cook County, Illinois.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 31, 2031.

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

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

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

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

"TIF Fund" shall mean the special tax allocation fund created by the City pursuant to the TIF Adoption Ordinance in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"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 Commonwealth Land Title Insurance 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, 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, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) has commenced construction; and (ii) shall complete construction no later than September 30, 2009.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DCD and DCD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DCD 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 Department of Buildings, 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 DCD, and DCD has approved, a Project Budget showing total costs for the Project in an amount not less than \$59,540,013. 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; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DCD 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 therefor) relating to material changes to the Project occurring after the date of this Agreement must be submitted by the Developer to DCD concurrently with the progress reports described in Section 3.07 hereof; provided, that any such Change Order relating to any of the following must be submitted by the Developer to DCD for DCD's prior written approval: (a) a reduction in the square footage of the Facility; (b) a change in the use of the Property to a use other than an affordable rental residential facility for senior citizens; (c) a delay in the completion of the Project; or (d) Change Orders costing more than \$25,000 each, to an aggregate amount of \$100,000. The Developer shall not authorize or permit the performance of any work relating to any such Change Order occurring after the date of this Agreement or the furnishing

of materials in connection therewith prior to the receipt by the Developer of DCD's written approval (to the extent required in this section). 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. Notwithstanding anything to the contrary in this Section 3.04, Change Orders occurring after the date of this Agreement costing less than Twenty-Five Thousand Dollars (\$25,000.00) each, to an aggregate amount of One Hundred Thousand Dollars (\$100,000.00), do not require DCD's prior written approval as set forth in this Section 3.04, but DCD shall be notified in writing of all such Change Orders prior to the implementation thereof and the Developer, in connection with such notice, shall identify to DCD the source of funding therefor.

3.05 DCD Approval. Any approval granted by DCD 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 DCD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DCD 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 DCD'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 DCD 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 DCD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DCD upon the request of DCD 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 DCD 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 DCD, prior to requests for disbursement for costs related to the Project hereunder.

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. DCD 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.

## SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$59,540,013, 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)</u> and <u>4.06</u> )	\$20,259,857
Lender Financing	\$29,495,000
Estimated City Funds (subject to <u>Section 4.03</u> )	\$ 2,204,401
Assumption of Debt (including interest)	\$ 4,312,985
Deferred Developer's Fee	\$ 3,267,670
General Partner Capital Contribution	\$ 100
ESTIMATED TOTAL	\$59,540,013

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 and the costs of TIF-Funded Improvements.

### 4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to pay directly or reimburse the General Partner 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 DCD evidencing such cost and its eligibility as a Redevelopment Project Cost. The General Partner shall be required to loan or contribute the City Funds to the Developer to reimburse the Developer for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements.

(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>
Available Incremental Taxes and/or TIF Bond Proceeds	\$2,204,401

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$2,204,401 or 3.7% of the actual total Project costs; and provided further, that the \$2,204,401 to be derived from Available 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 the amount of the Available Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

To supplement the amount of Pershing/King Incremental Taxes on deposit in the Pershing/King Redevelopment Project Area TIF Fund, the City hereby agrees to use its Transfer Rights and transfer a portion of the 47<sup>th</sup>/King Incremental Taxes to the Pershing/King Incremental Taxes to pay for a portion of the TIF-Funded Improvements related to the Project.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$2,204,401 is contingent upon the fulfillment of the foregoing condition. In the event that such condition is not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

Subject to the terms hereof, the not to exceed \$2,204,401 City Funds shall be disbursed in four installments as follows: (1) not to exceed \$1,000,000 on the Closing Date; (2) not to exceed \$500,000 upon the issuance of the Certificate; (3) not to exceed \$352,200 on the first anniversary of the issuance of the Certificate; and (4) not to exceed \$352,201 on the second anniversary of the issuance of the Certificate.

4.04 Requisition Form. On the Closing Date and 90 days prior to each of the first and second anniversaries of the Closing Date, the Developer or the General Partner shall provide DCD with a Requisition Form (in the form attached hereto as Exhibit L), along with the documentation described therein. Within 15 days of the delivery of each of the second and third Requisition Forms, the Developer shall meet with DCD at the request of DCD to discuss the Requisition Form previously delivered.

#### 4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer or the General Partner with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DCD and approved by DCD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DCD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Prior expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer or the General Partner, 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) [intentionally omitted]

(c) City Fee. Annually, the City may allocate an amount not to exceed 10% of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

(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 DCD, 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 DCD.

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 or the General Partner shall submit documentation regarding the applicable expenditures to DCD, which shall be satisfactory to DCD in its sole discretion. Delivery by the Developer or the General Partner to DCD of any Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

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

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

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

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer and the General Partner are 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, 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 or the General Partner 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 or the General Partner. In addition, the Developer and the General Partner shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Bond Ordinance, if any, the TIF Bonds, if any, the TIF Ordinances, and/or this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's and the General Partner's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed upon the Developer's violation of Section 8.20 hereof and/or the affordability requirements of the Regulatory Agreement.

## 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 DCD, and DCD 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 DCD, and DCD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

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

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. When the City is not a party to the Escrow Agreement, insert the following sentence: The Developer has delivered to DCD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing.

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 DCD, 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 DCD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

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

showing no liens against the Developer, the General Partner, 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 DCD.

5.09 Opinion of the Developer's and the General Partner's Counsel. On the Closing Date, the Developer and the General Partner 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 or the General Partner 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 and the General Partner from their general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer or the General Partner has provided evidence satisfactory to DCD 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 and the General Partner have provided Financial Statements to DCD for their most recent fiscal year, and audited or unaudited interim financial statements.

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

5.13 Environmental. The Developer has provided DCD 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 Organizational Documents; Economic Disclosure Statement. The Developer has provided a copy of its certificate of limited partnership containing the original certification of the Secretary of State of Illinois; a certified copy of its partnership agreement; an incumbency certificate for the Developer; a certificate of good standing for the General Partner from the Secretary of State of Illinois; a copy of the General Partner's articles of incorporation containing the original certification of the Secretary of State of Illinois, a secretary's certificate for the General Partner; a certified copy of the by-laws of the General Partner; and such other organizational documentation as the City has requested. The Developer and the General Partner have provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 [intentionally omitted]

6.02 Construction Contract. The Developer shall deliver to DCD a copy of the Construction Contract with the General Contractor for the Project.

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.

6.04 Employment Opportunity. The Developer has contractually obligated and caused the General Contractor and each subcontractor to agree to 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 DCD within five (5) business days of the execution thereof.

## SECTION 7. COMPLETION OF REHABILITATION

7.01 Certificate of Completion of Rehabilitation. Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DCD 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. DCD 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, the General Partner or a permitted assignee of the Developer or the General Partner who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's or the General Partner's rights under this Agreement and assume the Developer's or the General Partner'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 and the General Partner 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 and the General Partner, 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 TIF Bonds.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DCD 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 AND THE GENERAL PARTNER.

8.01 General. The Developer and the General Partner, as applicable, represent, warrant and covenant, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer 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; the General Partner is an Illinois not-for-profit corporation 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) the Developer and the General Partner have the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer and the General Partner of this Agreement has been duly authorized by all necessary partnership action, and does not and will not violate the Developer's articles of limited partnership or partnership agreement as amended and supplemented, or the General Partner's articles of incorporation or by-laws or corporate resolutions, or 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 or the General Partner is now a party or by which the Developer or the General Partner 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 and the General Partner are now and for the Term of the Agreement shall remain solvent and able to pay their 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 or the General Partner which would impair their 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 and the General Partner are 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 or the General Partner is a party or by which the Developer or the General Partner 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 the General Partner, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer or the General Partner since the date of the Developer's and the General Partner's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer and the General Partner shall not do any of the following without the prior written consent of DCD: (1) be a party to any merger, liquidation or consolidation; (2) 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; (3) enter into any transaction outside the ordinary course of the Developer's or the General Partner's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's or the General Partner'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 DCD, 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;

(l) the Developer and the General Partner have 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, the General Partner nor any affiliate of the Developer or the General Partner 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.

**8.02 Covenant to Redevelop.** Upon DCD'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 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 or the General Partner shall be used by the Developer or the General Partner solely to pay for (or to reimburse the Developer or the General Partner for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Bonds. The Developer and the General Partner 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, the General Partner or the Project. The Developer and the General partner shall, at the Developer's and the General Partner'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 [intentionally omitted]

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DCD which shall outline, to DCD'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 DCD, from time to time, statements of its employment profile upon DCD'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 DCD has given its prior written consent with respect thereto, no Affiliate of the Developer or the General Partner 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 or the General Partner shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer or the General Partner and reimbursement to the Developer or the General Partner for such costs using City Funds, or otherwise), upon DCD'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 and the General Partner represent, warrant and covenant that, to the best of their 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, the Developer or the General Partner 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 or the General Partner's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. The Developer and the General Partner shall obtain and provide to DCD Financial Statements for the Developer's fiscal year ended December 31, 2008 and each December 31<sup>st</sup> thereafter for the Term of the Agreement. In addition, the Developer and the General Partner shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DCD 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 DCD, within thirty (30) days of DCD's request, official receipts from the appropriate entity, or other proof satisfactory to DCD, 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 DCD's sole option, to furnish a good and sufficient bond or other security satisfactory to DCD in such form and amounts as DCD 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 and General Partner's Liabilities. The Developer and the General Partner shall not enter into any transaction that would materially and adversely affect their ability to perform their obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer or the General Partner to any other person or entity. The Developer and the General Partner shall immediately notify DCD of any and all events or actions which may materially affect the Developer's or the General Partner'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 and the General Partner'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 and the General Partner 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. 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(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DCD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DCD's sole option,

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

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DCD in such form and amounts as DCD 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 DCD thereof in writing, at which time DCD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DCD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DCD deems advisable. All sums so paid by DCD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DCD 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 and the General Partner agree 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 improvements 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 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer, the General Partner and their 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 8.19(c) 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 8.19(c).

8.20 Affordable Housing Covenant. The Developer and the General Partner agree and covenant to the City that, prior to the termination or expiration of the Regulatory Agreement, the provisions of the Regulatory Agreement shall govern the terms of the Developer's and the General Partner's obligation to provide affordable housing. Following the termination or expiration of the Regulatory Agreement, and from the date of such termination or expiration of the Regulatory Agreement through the Term of this 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 and their eligible family members;

(b) All of the housing 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

(c) All of the housing 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 sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

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

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

8.21 [intentionally omitted]

8.22 [intentionally omitted]

8.23 [intentionally omitted]

8.24 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 and the General Partner'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.

## 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 shall comply with Section 9 of the Tax Credit Regulatory Agreement.

10.03. MBE/WBE Commitment. The Developer shall comply with Section 8 of the Tax Credit Regulatory Agreement.



## SECTION 11. ENVIRONMENTAL MATTERS

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

Without limiting any other provisions hereof, the Developer and the General Partner agree 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 or the General Partner: (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, the General, or any person directly or indirectly controlling, controlled by or under common control with the Developer or the General Partner, 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 the General Partner or any of their 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 caused 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 Community 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 and General Partner agree to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnities") 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 Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities in any manner relating or arising out of:

(i) the Developer's or the General Partner's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's, the General partner'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, the General Partner or any Affiliate of the Developer or the General Partner 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 or the General Partner's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer and the General Partner 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 and the General Partner shall contribute the maximum portion that they are 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 and the General Partner 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 and the General Partner shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer or the General Partner 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 or the General Partner hereunder:

(a) the failure of the Developer or the General Partner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer and the General Partner under this Agreement or any related agreement (including the Regulatory Agreement);

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

(c) the making or furnishing by the Developer or the General Partner to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement (including the Regulatory 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 the General Partner or for the liquidation or reorganization of the Developer or the General Partner, or alleging that the Developer or the General Partner is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's or the General Partner'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 or the General Partner; 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 or the General Partner, for any substantial part of the Developer's or the General Partner'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 or the General Partner; 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 or the General Partner 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 General Partner or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or the General Partner, 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, the General Partner or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City, except that the Developer's limited partner may sell a limited partner interest in the Developer to an affiliate of the Developer's limited partner without the prior written consent of the City.

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 all related agreements, and may suspend disbursement of City Funds. 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 reimbursement of all or part of the City Funds, injunctive relief or the specific performance of the agreements contained herein.

**15.03 Curative Period.** In the event the Developer or the General Partner shall fail to perform a monetary covenant which the Developer or the General Partner 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 or the General Partner 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 or the General Partner shall fail to perform a non-monetary covenant which the Developer or the General Partner 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 or the General Partner 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 or the General Partner 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.

## 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 or the General Partner 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 or the General Partner 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, the Developer and the General Partner as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be

entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

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

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

#### SECTION 17. NOTICE

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

If to the City:

City of Chicago  
Department of Community Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

With Copies To:

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

If to the Developer or  
General Partner:

Charles A. Beckett Associates Limited Partnership  
Peoples Co-Op for Affordable Elderly Housing  
400 East 41<sup>st</sup> Street, Suite 100  
Chicago, Illinois 60653  
Attention: Mr. Fred Bonner



With Copies To:

C. Richard Johnson, Esq.  
5728 South Dorchester  
Chicago, Illinois 60637

and:

NEF Assignment Corporation  
120 South Riverside Plaza, 15<sup>th</sup> Floor  
Chicago, Illinois 60606

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 or General Partner (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 or General Partner affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer or the General Partner by more than 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, the General Partner, 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 or the General Partner from the City or any successor in interest or on any obligation under the terms of this Agreement.

**18.04 Further Assurances.** The Developer and the General Partner agree 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.** (a) Waiver by the City, the Developer or the General Partner 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, the Developer or the General Partner 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.

(b) If the Developer provides DCD with a copy of a certificate of occupancy for the Project issued by the City's Department of Buildings or, in the alternative, a permission to occupy for the Project issued by HUD, by not later than the Closing Date, then the City shall waive the Developer's obligation to comply with the following Sections of this Agreement: 3.01, 3.02, 3.04, 3.07, 3.08, 3.09, 3.10, 3.11, 5.02, 5.07, 6.02, 6.03, 6.04, and 12(b).

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

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

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

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

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

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

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

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

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DCD or the Commissioner, or any matter is to be to the City's, DCD'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, DCD 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 DCD 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 and the General Partner may not sell, assign or otherwise transfer their interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer or the General Partner 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 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer and the General Partner consent 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 General Partner, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the General Partner, 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, the Developer, the General Partner nor any successor in interest to any 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 or the General Partner is required to provide notice under the WARN Act, the Developer or the General Partner 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 or the General Partner has locations in the State. Failure by the Developer or the General Partner 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 agree 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 and General Partner agree 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 and General Partner also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer and the General Partner acknowledge (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer and the General Partner have read such provision and understand 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 and the General Partner hereby represent and warrant that, to the best of their knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.23 Incorporation of HUD-Required Provisions Rider. The document entitled "HUD-Required Provisions Rider" attached hereto as Exhibit Q is hereby incorporated into this Agreement as if fully set forth herein and shall remain a part of this Agreement so long as the Secretary of HUD or his/her successors or assigns, are the insurers or holders of the "Mortgage Note" (as such term is known in the HUD-Required Provisions Rider). Upon such time as HUD is no longer the insurer or holder of the Mortgage Note or such time as the Mortgage Note is paid in full, the parties hereto agree that the HUD-Required Provisions Rider shall no longer be a part of this Agreement.

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

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

CHARLES A. BECKETT ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: PEOPLES CO-OP FOR AFFORDABLE ELDERLY  
HOUSING, an Illinois not-for-profit corporation and  
its general partner

By: Fred L. Bonner  
Fred L. Bonner  
Its: Chief Executive Officer

PEOPLES CO-OP FOR AFFORDABLE ELDERLY  
HOUSING, an Illinois not-for-profit corporation

By: Fred L. Bonner  
Fred L. Bonner  
Chief Executive Officer

CITY OF CHICAGO, an Illinois municipal corporation

By: Christine Raguso  
Christine Raguso  
Its: Acting Commissioner  
Department of Community Development

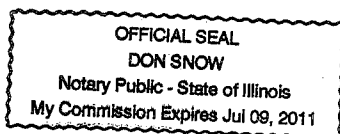
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY THAT Fred L. Bonner, personally known to me to be the Chief Executive Officer of Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation, the general partner (the "General Partner") of Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chief Executive Officer, he signed and delivered the said instrument as the free and voluntary act and deed of the General Partner and the Developer for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25<sup>th</sup> day of August, 2009.

Don Snow

Notary Public

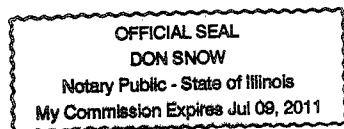


(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY THAT Fred L. Bonner, personally known to me to be the Chief Executive Officer of Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chief Executive Officer, he signed and delivered the said instrument as the free and voluntary act and deed of the General Partner for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25<sup>th</sup> day of August, 2009.



Don Snow  
Notary Public

(SEAL)✓

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christine Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25<sup>th</sup> day of August, 2009.

Julie A Bengston  
Notary Public

(SEAL)

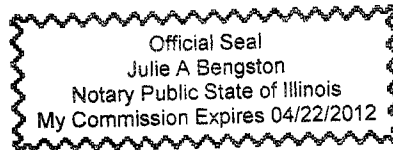




EXHIBIT A  
REDEVELOPMENT AREA

*Legal Description Of 47<sup>th</sup>/King Drive  
Redevelopment Project Area.*

All that part of Sections 3, 4, 9 and 10 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 south line of West 51<sup>st</sup> Street with the west line of South State Street; thence north along said west line of South State Street to the westerly extension of the north line of Lot 46 in Sam Wing's Resubdivision of Block 4 in Prior and Hopkin's Subdivision of the west half of the northwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 46 being also the south line of East 40<sup>th</sup> Street; thence east along said westerly extension and the south line of East 40<sup>th</sup> Street to the east line of South Indiana Avenue; thence north along said east line of South Indiana Avenue to the south line of Lot 7 in Block 1 of Springer's Subdivision of the north half of the west half of the northeast quarter of the northwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 7 being also the north line of the alley south of East Pershing Road; thence east along said north line of the alley south of East Pershing Road to the west line of Lot 3 in said Block 1 of Springer's Subdivision; thence south along said west line of Lot 3 in Block 1 of Springer's Subdivision to the south line of said Lot 3; thence east along said south line of said Lot 3 in Block 1 of Springer's Subdivision and along the easterly extension thereof to the east line of South Prairie Avenue; thence north along said east line of South Prairie Avenue to the south line of Lot 4 in Block 2 of said Springer's Subdivision, said south line of Lot 4 being also the north line of the alley south of East Pershing Road; thence east along said north line of the alley south of East Pershing Road and along the easterly extension thereof to the west line of Lot 3 in Wallace R. Martin's Subdivision of the north 100 feet of Lot 1 in the Circuit Court Partition of the east half of the northeast quarter of the northwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian (except that part thereof taken for Grand Boulevard); thence south along said west line of Lot 3 in Wallace R. Martin's Subdivision to the south line thereof; thence east along said south line of Lot 3 in Wallace R. Martin's Subdivision and along the south line of Lots 2 and 1 in said Wallace R. Martin's Subdivision to the east line of said Lot 1, said east line of Lot 1 in Wallace R. Martin's Subdivision being also the west line of South Dr. Martin Luther King, Jr. Drive; thence south along said west line of South Dr. Martin Luther King, Jr. Drive to the westerly extension of the north line of Lot 2 in Cleaver and Sherman's Subdivision of the north 10 acres of the south 10 acres and the south 10 acres

of the north 20 acres in the northwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension to the east line of said South Dr. Martin Luther King, Jr. Drive; thence south along said east line of South Dr. Martin Luther King, Jr. Drive to the centerline of East 41<sup>st</sup> Street; thence west along said centerline of East 41<sup>st</sup> Street to the northerly extension of a line 28.00 feet west of and parallel with the west line of Block 2 of George S. Bowen's Subdivision of the north half of the north half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and a line 28.00 feet west of and parallel with the west line of said Block 2 of George S. Bowen's Subdivision and along the southerly extension thereof to the westerly extension of the centerline of East Bowen Avenue, said centerline of East Bowen Avenue being a line 40 feet south of and parallel with the south line of said Block 2 of George S. Bowen's Subdivision; thence east along said westerly extension and the centerline of East Bowen Avenue to the northerly extension of the easterly line of Lot 1 in the subdivision of the south 10 feet of Lot 1 and all of Lots 2, 3 and 4 in Block 2 of Jennings' Subdivision of the south half of the north half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, said easterly line of Lot 1 being also the westerly line of South Vincennes Avenue; thence south along said northerly extension and the westerly line of South Vincennes Avenue to the southeast corner of Lot 36 in Botford's Boulevard Subdivision of that part of the south half of the south half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian lying west of South Vincennes Avenue (except that part condemned for West Pierce Avenue), said southeast corner of Lot 36 being also the point of intersection of the westerly line of South Vincennes Avenue with the north line of East 43<sup>rd</sup> Street; thence south along a straight line to the northeast corner of Lot 35 in the subdivision of that part of the north half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, said northeast corner of Lot 35 being also the point of intersection of the west line of South Vincennes Avenue with the south line of East 43<sup>rd</sup> Street; thence south along said west line of South Vincennes Avenue to the south line of Lot 42 in said subdivision of that part of the north half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian; thence west along said south line of Lot 42 in the subdivision of that part of the north half of the northwest quarter of the northwest quarter of the southeast quarter of said Section 3 to the east line of Lot 9 in Emigh and Kilmer's Plat of that part west of South Vincennes Avenue of the south half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, said east line of Lot 9 being also the west line of South Vincennes Avenue; thence south along said west line of South Vincennes Avenue to the south line of East 44<sup>th</sup> Street; thence east along said south line of East 44<sup>th</sup> Street to the

west line of South St. Lawrence Avenue; thence south along said west line of South St. Lawrence Avenue to the south line of East 47<sup>th</sup> Street; thence west along said south line of East 47<sup>th</sup> Street to the east line of South Forestville Avenue; thence south along said east line of South Forestville Avenue to the south line of East 49<sup>th</sup> Street; thence west along said south line of East 49<sup>th</sup> Street to the east line of South Dr. Martin Luther King, Jr. Drive; thence south along said east line of South Dr. Martin Luther King, Jr. Drive to the south line of Lot 5 in Henneberry's Subdivision of the west one acre of Lot 8 in Lavinia and Company's Subdivision of Garden and Cottage Lots of the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 5 in Henneberry's Subdivision to the west line of Lot 1 in the subdivision of Lots 9, 10 and 11 in Lavinia and Company's Subdivision of Garden and Cottage Lots of the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of South Dr. Martin Luther King, Jr. Drive; thence south along said east line of South Dr. Martin Luther King, Jr. Drive and along the southerly extension thereof to the south line of East 51<sup>st</sup> Street; thence west along said south line of East 51<sup>st</sup> Street to the point of beginning at the west line of South State Street, all in the City of Chicago, Cook County, Illinois.

EXHIBIT B  
PROPERTY  
(to be recorded)

ALL OF LOTS 1 TO 9, INCLUSIVE, THAT PART OF LOT 10 AND LOTS 12 TO 28, INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF E. 41<sup>ST</sup> STREET AS WIDENED, LOT 52 (EXCEPT THE EAST 19 FEET THEREOF), ALL OF LOTS 53 TO 62, INCLUSIVE, ALL THAT PART OF THE NORTH-SOUTH 14 FOOT VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOTS 1 TO 10, INCLUSIVE, LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 12 AND 62, AND WEST OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 62 TO THE NORTHWEST CORNER OF SAID LOT 12, LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 62, AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF E. 41<sup>ST</sup> STREET AS WIDENED, AND ALL THAT PART OF EAST-WEST 14 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 12 TO 22, INCLUSIVE LYING SOUTH OF AND ADJOINING THE SOUTH LINE LOTS 52 TO 62, INCLUSIVE, LYING EAST OF AND ADJOINING A LINE DRAWN FROM THE NORTHWEST CORNER OF SAID LOT 12 TO THE SOUTHWEST CORNER OF SAID LOT 62, AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 19 FEET OF SAID LOT 52 PRODUCED SOUTH TO THE NORTH LINE OF SAID LOT 22, ALL IN BLOCK 1 IN McKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION MADE BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE SOUTH 10 ACRES OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF S. VINCENNES AVENUE, TOGETHER WITH LOTS 13 TO 23, BOTH INCLUSIVE, IN BLOCK 6 IN CLEAVERVILLE ADDITION, A SUBDIVISION IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 3, AFORESAID, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:  
401 EAST 40<sup>TH</sup> STREET  
400 EAST 41<sup>ST</sup> STREET  
CHICAGO, ILLINOIS 60653

PINS:  
20-03-209-066-0000  
20-03-209-067-0000

EXHIBIT C  
TIF-FUNDED IMPROVEMENTS  
(to be recorded)

<u>Category</u>	<u>Amount</u>
Facility Rehabilitation Costs	\$11,456,262
Site Improvements Costs	\$ 140,000
Relocation Costs	\$ 154,325
 TOTAL:	 \$11,750,587*

\*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$2,204,401 or 3.7% of the Project Budget.

EXHIBIT D  
REDEVELOPMENT PLAN  
[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT E

[intentionally omitted]

EXHIBIT F

[intentionally omitted]



EXHIBIT G  
PERMITTED LIENS  
(to be recorded)

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:

**EXHIBIT H  
PROJECT BUDGET**

**SOURCES**

FIRST MORTGAGE	29,495,000
TAX CREDIT EQUITY	20,259,857
ASSUMPTION OF DEBT	3,655,072
ASSUMPTION OF INTEREST ON DEBT	657,913
DEFERRED DEVELOPER'S FEE	3,267,670
TIF	2,204,401
GENERAL PARTNER CAPITAL CONTRIBUTION	100
<b>TOTAL SOURCES</b>	<b>59,540,013</b>

**USES**

**CONSTRUCTION COST**

TOTAL CONSTRUCTION	
MAIN STRUCTURES	29,186,796
SITE IMPROVEMENTS	315,000
BUILDING PERMITS	0
GENERAL REQUIREMENTS (excluding contingency)	1,597,918
GENERAL OVERHEAD	614,214
PROFIT (5% OF CONSTRUCTION)	1,368,581
BOND PREMIUM	219,969
NON-DWELLING EQUIPMENT	0
MANAGEMENT BUILDING	0
CONSTRUCTION CONTINGENCY 10%	0
<b>TOTAL CONSTRUCTION</b>	<b>33,302,478</b>

**PROFESSIONAL FEES**

ARCHITECTURAL DESIGN	594,000
ARCHITECTURAL SUPERVISION	198,000
ARCHITECTURAL REIMBURSEMENT	19,915
3RD PARTY ARCHITECTURAL REVIEW COSTS	6,000
LEGAL	
Project Attorney	320,489
Redevelopmnt Agrmnts	0 (CHA & TIF)
Tax Counsel	15,000
Lender's Counsel	80,000
BUILDING PERMITS	21,397
ACCOUNTING & COST CERTIFICATION	40,126
FAIRNESS LETTER	12,000
MARKET STUDY/APPRaisal	12,500
PROPERTY INSPECTION REPORTS	5,250
ENVIRONMENTAL AUDIT AND LEAD BASED PAINT TEST	6,360
RELOCATION	315,000
SURVEYS	18,632
OFFICE REMODELING	0
CB RICHARD ELLIS	
MARKETING AND LEASING	32,085
TIF DESIGNATION	77,000
<b>TOTAL PROFESSIONAL FEES</b>	<b>1,773,754</b>

**FINANCING FEES**

CONSTRUCTION INTEREST -	5.00 %	26 mos.	1,597,646
TAX-EXEMPT BOND COSTS			752,697
FINANCING FEE			589,900
PERMANENT PLACEMENT FEE			442,425
FHA FEES			634,521
INTEREST ON ASSUMED DEBT			657,913
LIHTC RESERVATION FEE (3.0% of reservation amount)			62,668
LIHTC MONITORING FEE (\$10/UNIT/YEAR)			10,500
LIHTC SYNDICATOR LEGAL FEES			30,000
INSURANCE (HUD REPLACEMENT COST)		26 mos.	758,333
INSURANCE NON-HUD REPLACEMENT COST)			19,395
TAXES		26 mos.	670,091
APPLICATION FEES AND SUBSIDY LAYERING REVIEW FEE			750
TITLE AND RECORDING TSI \$,45000 plus \$2,000 for rec & trsf stmps			54,500
<b>TOTAL FINANCING FEES</b>			<b>6,281,339</b>

**ESCROWS**

TAX & INSURANCE ESCROW	320,942
INITIAL OPERATING DEFICIT	
CAPITALIZED COMMERCIAL INCOME RESERVE	135,577
HUD WORKING CAPITAL	589,900
OPERATING RESERVE	1,122,197
CAPITALIZED RENTAL SUBSIDY	598,673
<b>TOTAL ESCROWS</b>	<b>2,767,289</b>
DEVELOPER'S FEE (\$3,267,670 is deferred)	5,339,920
LAND AND BUILDING ACQUISITION	9,478,879
DISCOUNT & NEGATIVE ARBITRAGE	596,354

**TOTAL USES**

**59,540,013**

EXHIBIT I

[intentionally omitted]

EXHIBIT J  
OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

City of Chicago  
121 North LaSalle Street  
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

I have acted as counsel to Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Developer") and its general partner, Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation (the "General Partner"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Pershing/King Redevelopment Project Area (the "Project"). In that capacity, I have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) Charles A. Beckett Associates Limited Partnership Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City"); and
- (b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, I have examined:

- (a) the original or certified, conformed or photostatic copies of (1) the Developer's (i) Certificate of Limited Partnership, (ii) certificate of existence in all states in which the Developer is qualified to do business, (iii) records of all partnership proceedings relating to the Project and (2) the General Partner's (i) Articles of Incorporation, as amended to date, (ii) By-Laws, as amended to date, (iii) the certificate of good standing, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as I have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, I have assumed the genuineness of all signatures (other than those of the Developer and the General Partner), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is my opinion that:

1. The Developer is a limited partnership, duly organized and validly existing under the laws of its state of formation, has full power and authority to own and lease its properties

and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a limited partnership under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business. The General Partner is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer and the General Partner have full right, power and authority to execute and deliver the Documents to which they are a party and to perform their obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's partnership agreement and the General Partner's articles of incorporation, as applicable, or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of my knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer or General Partner is a party or by which the Developer or General Partner or its properties is bound. To the best of my knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer or the General partner is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer and the General Partner.

4. Each of the Documents to which the Developer or the General Partner is a party has been duly executed and delivered by a duly authorized officer of the Developer or the General Partner, as applicable, and each such Document constitutes the legal, valid and binding obligation of the Developer and the General Partner, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of my knowledge after diligent inquiry, no judgments are outstanding against the Developer or the General Partner, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or the General Partner or affecting the Developer or the General Partner or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of my knowledge after diligent inquiry, the Developer or the General Partner is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or the General Partner or its business.

6. To the best of my knowledge after diligent inquiry, there is no default by the Developer or the General Partner or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer or the General Partner is a party or by which the company or its properties is bound.

7. To the best of my knowledge after diligent inquiry, all of the assets of the Developer and the General Partner are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

8. The execution, delivery and performance of the Documents by the Developer and the General Partner have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of my knowledge after diligent inquiry, the Developer and the General Partner own or possess or is licensed or otherwise have the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

I am admitted to practice in the State of Illinois and I express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT K  
PRELIMINARY TIF PROJECTION -- REAL ESTATE TAXES  
(to be recorded)

See attached.

# Pershing King TIF Redevelopment Project Area

Updated August 2007

TIF YEAR	ASSESSMENT YEAR	COLLECTION YEAR	INFLATION FACTOR	EAV FOR PAUL G STEWART PINS	INCREMENTAL VALUE ABOVE BASE VALUE FOR PAUL G STEWART PINS	EAV FOR REDEVELOPMENT OF VACANT PARCELS	EAV FOR REMAINDER OF TIF AREA	EAV FOR ENTIRE REDEVELOPMENT AREA	INCREMENTAL VALUE ABOVE BASE FOR ENTIRE REDEVELOPMENT AREA	TAX RATE	COLLECTION RATE	INCREMENTAL TAXES
				\$ 5,345,873.00	\$ -	\$ 290,465.00	\$ 7,352,918.00	\$ 12,989,256.00				
				[1]		[2]						
	2005	2006						\$ 12,989,256.00				
	2006	2007	7.69%									
0	2007	2008	0	\$5,756,921	\$411,048	\$290,465	\$7,918,288	\$13,965,674	\$976,418	5.981%	100.000%	\$58,400
1	2008	2009	0	\$5,756,921	\$411,048	\$290,465	\$7,918,288	\$13,965,674	\$976,418	5.981%	100.000%	\$58,400
2	2009	2010	7.69%	\$11,627,392	\$6,281,519	\$312,799	\$8,527,131	\$20,467,322	\$7,478,066	5.981%	100.000%	\$447,263
3	2010	2011	0	\$11,627,392	\$6,281,519	\$889,782	\$8,527,131	\$21,044,304	\$8,055,048	5.981%	100.000%	\$481,772
4	2011	2012	0	\$11,627,392	\$6,281,519	\$1,779,564	\$8,527,131	\$21,934,086	\$8,944,830	5.981%	100.000%	\$534,990
5	2012	2013	7.69%	\$12,521,429	\$7,175,556	\$2,874,593	\$9,182,787	\$24,578,810	\$11,589,554	5.981%	100.000%	\$693,171
6	2013	2014	0	\$12,521,429	\$7,175,556	\$3,832,791	\$9,182,787	\$25,537,007	\$12,547,751	5.981%	100.000%	\$750,481
7	2014	2015	0	\$12,521,429	\$7,175,556	\$4,790,989	\$9,182,787	\$26,495,205	\$13,505,949	5.981%	100.000%	\$807,791
8	2015	2016	7.69%	\$13,484,210	\$8,138,337	\$5,159,371	\$9,888,857	\$28,532,438	\$15,543,182	5.981%	100.000%	\$929,638
9	2016	2017	0	\$13,484,210	\$8,138,337	\$5,159,371	\$9,888,857	\$28,532,438	\$15,543,182	5.981%	100.000%	\$929,638
10	2017	2018	0	\$13,484,210	\$8,138,337	\$5,159,371	\$9,888,857	\$28,532,438	\$15,543,182	5.981%	100.000%	\$929,638
11	2018	2019	7.69%	\$14,521,019	\$9,175,146	\$5,556,078	\$10,649,218	\$30,726,315	\$17,737,059	5.981%	100.000%	\$1,060,853
12	2019	2020	0	\$14,521,019	\$9,175,146	\$5,556,078	\$10,649,218	\$30,726,315	\$17,737,059	5.981%	100.000%	\$1,060,853
13	2020	2021	0	\$14,521,019	\$9,175,146	\$5,556,078	\$10,649,218	\$30,726,315	\$17,737,059	5.981%	100.000%	\$1,060,853
14	2021	2022	7.69%	\$15,637,550	\$10,291,677	\$5,983,288	\$11,468,043	\$33,088,881	\$20,099,625	5.981%	100.000%	\$1,202,159
15	2022	2023	0	\$15,637,550	\$10,291,677	\$5,983,288	\$11,468,043	\$33,088,881	\$20,099,625	5.981%	100.000%	\$1,202,159
16	2023	2024	0	\$15,637,550	\$10,291,677	\$5,983,288	\$11,468,043	\$33,088,881	\$20,099,625	5.981%	100.000%	\$1,202,159
17	2024	2025	7.69%	\$16,839,931	\$11,494,058	\$6,443,347	\$12,349,828	\$35,633,105	\$22,643,849	5.981%	100.000%	\$1,354,329
18	2025	2026	0	\$16,839,931	\$11,494,058	\$6,443,347	\$12,349,828	\$35,633,105	\$22,643,849	5.981%	100.000%	\$1,354,329
19	2026	2027	0	\$16,839,931	\$11,494,058	\$6,443,347	\$12,349,828	\$35,633,105	\$22,643,849	5.981%	100.000%	\$1,354,329
20	2027	2028	7.69%	\$18,134,763	\$12,788,890	\$6,938,780	\$13,299,414	\$38,372,957	\$25,383,701	5.981%	100.000%	\$1,518,199
21	2028	2029	0	\$18,134,763	\$12,788,890	\$6,938,780	\$13,299,414	\$38,372,957	\$25,383,701	5.981%	100.000%	\$1,518,199
22	2029	2030	0	\$18,134,763	\$12,788,890	\$6,938,780	\$13,299,414	\$38,372,957	\$25,383,701	5.981%	100.000%	\$1,518,199
23	2030	2031	7.69%	\$19,529,157	\$14,183,284	\$7,472,307	\$14,322,014	\$41,323,478	\$28,334,222	5.981%	100.000%	\$1,694,670
										TOTAL		\$23,722,470
										NPV		\$15,259,814

[1] Assumes rehab of 266 apartment units completed by early 2009.

[2] Assumes infill development of 13 vacant lots to create a total of an additional 24 condo units, 5 single family homes, and 22,400 sq ft of retail space. Redevelopment of the vacant lots is assumed to take place over the next 7-8 years.



EXHIBIT L  
REQUISITION FORM

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

The affiant, \_\_\_\_\_ of Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation (the "General Partner") and the general partner of Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Developer"), hereby certifies that with respect to that certain Charles A. Beckett Associates Limited Partnership Redevelopment Agreement among the Developer, the General Partner and the City of Chicago dated \_\_\_\_\_, 2009 (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$\_\_\_\_\_, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$\_\_\_\_\_

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements to be made as provided in the Agreement:

\$\_\_\_\_\_

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. 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.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

CHARLES A. BECKETT ASSOCIATES LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: PEOPLES CO-OP FOR AFFORDABLE ELDERLY HOUSING,  
an Illinois not-for-profit corporation  
and its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
City of Chicago  
Department of Community Development

EXHIBIT M  
[intentionally omitted]

EXHIBIT N  
[intentionally omitted]

EXHIBIT O  
[intentionally omitted]

EXHIBIT P  
FORM OF PAYMENT BOND

N/A

EXHIBIT Q  
HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Charles A. Beckett Associates Limited Partnership Redevelopment Agreement (the "Document"), dated as of August 25, 2009 entered into by and among the City of Chicago, Illinois, an Illinois municipal corporation, through its Department of Community Development ("DCD"), having its offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership ("Developer"), and Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation, relating to the properties located at 400 East 41<sup>st</sup> Street and 401 East 40<sup>th</sup> Street, all in Chicago, Illinois. In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; the term "FHA" shall mean the Federal Housing Administration, an organizational unit within HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured mortgage loan for the Project (Project No. 071-32146):

A. Commitment for Insurance dated June 29, 2006, as amended, issued by the Secretary of HUD pursuant to Section 220 to Prairie Mortgage Company ("Mortgagee");

B. Building Loan Agreement dated as of January 1, 2007, between the Developer and Mortgagee;

C. Mortgage Note dated as of January 1, 2007, made by the Developer payable to the order of Mortgagee in the principal amount of \$29,495,000 (the "Mortgage Note");

D. Mortgage dated as of January 1, 2007, made by Developer in favor of Mortgagee and encumbering the Project as security for the Mortgage Note (the "Mortgage");

E. Security Agreement dated as of January 1, 2007, between the Developer, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;

F. UCC-1 Financing Statement made by the Developer, as debtor, in favor of Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party recorded with the Cook County Recorder's Office and to be filed with the Illinois Secretary of State;

G. Regulatory Agreement for Multifamily Housing Projects, dated as of January 1, 2007, between the Developer and HUD (the "HUD Regulatory Agreement");

H. Assignment of Contracts and Documents dated as of January 1, 2007, between the Developer and Mortgagee; and

I. Assignment of Rents and Leases dated as of January 1, 2007, between the Developer and Mortgagee.

- R-1 Notwithstanding anything in the Document to the contrary, the provisions of the Document are subordinate to all applicable Federal Statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements other than those HUD Mortgage insurance regulations, related HUD directives or administrative requirements which have been waived in writing by HUD with respect to the Project. The provisions of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any conflict between the Document and the provisions of applicable Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control, except for those HUD mortgage insurance regulations, related HUD directives or administrative requirements which have been waived in writing by HUD with respect to the Project.
- R-2 Failure on the part of the Developer to comply with the covenants contained in the Document shall not serve as a basis for default on any HUD-insured or HUD-held mortgage on the Project. Additionally, and notwithstanding any term or condition to the contrary in the Document, no failure on the part of the Developer or its successors or assigns to comply with the covenants in the Mortgage Note, the HUD Mortgage, the HUD Regulatory Agreement, or any of the other HUD/FHA Loan Documents shall serve as a basis for DCD, its successors or assigns, or any other party acting by or through the rights provided therein, to declare a default under the Document, without the express written approval of the Senior Lender, or its successors and assigns to the HUD Mortgage, and HUD.
- R-3 Compliance by the Developer with the provisions and covenants of the Document and enforcement of the provisions and covenants contained in the Document, including, but not limited to, any indemnification provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of the Project, the proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as that term "Surplus Cash" is defined in the HUD Regulatory Agreement).
- R-4 No amendment to the Document made after the date of the HUD initial endorsement of the Mortgage Note shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon DCD unless DCD has consented thereto in writing.
- R-5 Unless waived in writing by HUD with respect to the Project, any action of the Developer which is prohibited or required by HUD pursuant to applicable Federal law, HUD regulations, HUD directives and administrative requirements or the HUD/FHA Loan Documents shall supersede any conflicting provision of the Document, and the performance or failure to perform of the Developer in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.
- R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Developer and the General Partner shall not and are not permitted to pay any amount required to be paid under the



provisions of the Document except from Surplus Cash, as such term is defined, and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless specifically permitted in writing by HUD.

R-7 In the event of the appointment by any court of any person, other than HUD or the Mortgagee, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, profits, or contracts contained in the Document, with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of the Document except from distributable Surplus Cash in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD/FHA Loan Documents.

R-8 A duplicate of each notice given, whether required or permitted to be given, under the provisions of the Document shall also be given to:

Department of Housing and Urban Development  
77 West Jackson Blvd., 23<sup>rd</sup> Floor  
Chicago, IL 60604  
Attention: Director of Multi-Family Housing  
Project No. 071-32146

HUD may designate any further or different addresses for such duplicate notices.

R-9 Notwithstanding anything in the Document to the contrary, the Developer and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. The Developer may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies. A duplicate copy of such application shall be served on DCD. Within 90 days after such service, DCD shall serve written notice of its approval of such transfer, or of its requirements for approval of such transfer, on HUD, the Mortgagee and the Developer. No such transfer shall occur or be effective until DCD's requirements shall have been satisfied. In the event DCD fails to serve such notice on HUD, the Mortgagee and the Developer within said time, then any consent by HUD to such transfer shall be conclusively deemed to be DCD's prior written consent to such transfer and consummation of such transfer shall not be a default under the Document.

R-10 The Developer's covenants contained in the Document shall automatically terminate in the event of a foreclosure or deed in lieu of foreclosure of any mortgage insured or held by HUD with respect to the Project, or any portion thereof. Upon such termination, DCD shall furnish to HUD such releases and other documentation as HUD shall deem necessary or convenient to confirm or evidence such termination.

R-11 Notwithstanding anything in the Document to the contrary, the provisions of this HUD-Required Provisions Rider are for the benefit of and are enforceable by HUD and the Mortgagee.

Executed as of the date set forth above.

CHARLES A. BECKETT ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: PEOPLES CO-OP FOR AFFORDABLE ELDERLY  
HOUSING, an Illinois not-for-profit corporation and  
its general partner

By: Fred L. Bonner  
Fred L. Bonner  
Its: Chief Executive Officer

PEOPLES CO-OP FOR AFFORDABLE ELDERLY  
HOUSING, an Illinois not-for-profit corporation

By: Fred L. Bonner  
Fred L. Bonner  
Chief Executive Officer

CITY OF CHICAGO

By: Christine Raguso  
Christine Raguso  
Acting Commissioner  
Department of Community Development