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This agreement was prepared by and after recording return to:
Saundra N. Fried, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

FIRST AMENDMENT TO
1525 HP, LLC REDEVELOPMENT AGREEMENT

This First Amendment to 1525 HP, LLC Redevelopment Agreement (this "**First Amendment**") is made effective as of the 12th day of May, 2016, by and among the City of Chicago, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Planning Development, or successor department thereto ("**DPD**") and 1525 HP, LLC, an Indiana limited liability company (the "**Developer**").

RECITALS

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

B. **Statutory Authority:** The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to

time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. **City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 15, 2012, published at pages 40716 to 40780 of the Journal of the Proceedings (the "**Journal**") of the City Council of such date: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 51st and Lake Park Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 51st and Lake Park Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 51st and Lake Park Redevelopment Project Area" (the "**TIF Adoption Ordinance**") (items(1)-(3) collectively referred to herein as the "**TIF Ordinances**". The redevelopment plan referred to above within the redevelopment project area referred to above (the "**Redevelopment Area**") shall be known herein as the "**Redevelopment Plan**".

D. **Amendment to the Original Redevelopment Agreement:** Pursuant to an ordinance adopted by the City Council on January 15, 2014, published at pages 72487-72589 of the Journal of such date (the "**Original Project Ordinance**"), the City and the Developer entered into that certain 1525 HP, LLC Redevelopment Agreement with respect to the property legally described in Appendix A attached hereto within the Redevelopment Area, executed as of June 5, 2014 and recorded on June 5, 2014 as Document Number 1415616052 in the Office of the Cook County Recorder of Deeds (the "**Original Redevelopment Agreement**"). The parties are entering into this First Amendment to amend certain provisions set forth in the Original Redevelopment Agreement.

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

ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this First Amendment by reference and made a contractual part hereof.

ARTICLE II. DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Original Redevelopment Agreement. As used in this First Amendment, "**Agreement**" means the Original Redevelopment Agreement as amended by this First Amendment.

ARTICLE III. AMENDMENTS TO ORIGINAL REDEVELOPMENT AGREEMENT

A. **Section 1 – Recitals, Headings and Exhibits.** Section 1 of the Original Redevelopment Agreement is hereby amended to add the following exhibit to the List of Exhibits chart:

"Exhibit U – Environmental Indemnification Property Listing"

B. Section 11.03 - Lyrical-Antheus Realty Partners, L.P. Indemnification.

The parties hereby agree that Section 11.03 of the Original Redevelopment Agreement is hereby amended in its entirety to state:

“Without limiting any other provisions hereof, Lyrical-Antheus Realty Partners, L.P., a Delaware limited partnership, agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from any of the properties listed in Exhibit U hereto.”

C. Section 15.02 - Remedies. The parties hereby agree that the first sentence of Section 15.02 of the Original Redevelopment Agreement is hereby replaced in its entirety with the following:

“Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, not issue City Note B if such City Note has not yet been issued, discontinue payment on City Note B, place a lien on the Project in the amount of City Note B payments paid to Developer, and/or seek reimbursement of any City Note B payments.”

ARTICLE IV. MISCELLANEOUS

A. Extent of this First Amendment. Except as amended hereby, the Original Redevelopment Agreement remains in full force and effect and all terms of the Original Redevelopment Agreement apply to the Project.

B. Acknowledgements.

a. By executing this First Amendment, the Developer assumes, agrees and acknowledges:

1. to perform all of the duties, obligations, terms, covenants, and conditions of the Agreement, whether pursuant to applicable law or otherwise, and arising from and after the date hereof in connection with the undertaking and completion of the Project;

2. no Events of Default exist and/or are continuing as of the date of this First Amendment; and

3. all of the covenants, representations, and warranties of Developer are true and correct as of the date of this First Amendment.

b. By executing this First Amendment, the City:

1. Acknowledges that Section 12(a)(3) – Insurance of the Agreement has been modified in accordance with the provisions of Section 12(d) of the Original Redevelopment Agreement to state the following:

“(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 a loss payee/mortgagee if applicable.”

2. Acknowledges that Section 12(b)(v) – Insurance of the Agreement has been modified in accordance with the provisions of Section 12(d) of the Original Redevelopment Agreement to state the following:

“(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, 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 is to be named as a loss payee/mortgagee if applicable.”

3. Acknowledges that Section 12(c) – Insurance of the Agreement has been modified in accordance with the provisions of Section 12(d) of the Original Redevelopment Agreement to state the following:

“(c) Post Construction

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 a loss payee/mortgagee if applicable.”

C. 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.

D. Counterparts; Recording. This First Amendment 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. The Developer shall cause one original counterpart of this First Amendment, including all Exhibits and Appendices, to be recorded and filed immediately following the execution hereof in the conveyance and real property records of Cook County, Illinois. 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 First Amendment showing the date and recording number of record.

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

F. Conflict. In the event of a conflict between any provisions of this First Amendment and the Original Redevelopment Agreement, this First Amendment shall prevail and control.

G. Governing Law. This First Amendment 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.

H. Exhibits and Appendices. All of the exhibits and appendices attached hereto are incorporated herein by reference.

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G. Governing Law. This First Amendment 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.

H. Exhibits And Appendices. All of the exhibits and appendices attached hereto are incorporated herein by reference.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed as of the day and year first above written.

1525 HP LLC,
an Indiana limited liability company

By: _____

Name: David Gefsky

Title: Vice President

City of Chicago, acting by and through its
Department of Planning and Development

By: _____

Name: David L. Reifman

Title: Commissioner

Limited Joinder:

The undersigned executes below solely for the purposes of making the representations, warranties and covenants included in Section 11.03 of the Agreement.

Lyrical-Antheus Realty Partners, L.P.,
a Delaware limited partnership

By: Lyrical-Antheus GP LLC,
a Delaware limited liability company,
its General Partner

By: _____

Name: David Gefsky

Title: Vice President

State of New Jersey)
) SS.
County of Bergen)

I, Jeanette Marie Colon, a notary public in and for the said County, in the State aforesaid, do hereby certify that David Gefsky, personally known to me to be the Vice President of 1525 HP LLC, an Indiana limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

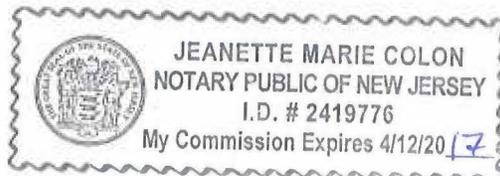
Given under my hand and official seal this 5th day of May, 2016.

JMC

Notary Public

My commission expires: 4/12/2017

[Seal]



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

1525 HP, LLC,
an Indiana limited liability company

By: _____
Name: David Gefsky
Title: Vice President

CITY OF CHICAGO, acting by and through its
Department of Planning and Development

By: _____
Name: David L. Reifman
Title: Commissioner

LIMITED JOINDER:

The undersigned executes below solely for the purposes of making the representations, warranties and covenants included in **Section 11.03** of the Agreement.

LYRICAL-ANTHEUS REALTY PARTNERS, L.P.,
a Delaware limited partnership

By: Lyrical-Antheus GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: David Gefsky
Title: Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his 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 12th day of May, 2016.



Patricia Sulewski
Notary Public

My Commission Expires 5/7/18

(SEAL)

EXHIBIT U

Environmental Indemnification Property Listing

Property Name	Property Ownership Entity	City/State	Address	PIN
1100 E. 47th Street	1100 E. 47th Street, LLC	Chicago, IL	1100 E. 47th Street	20-02-318-008-0000 20-02-318-009-0000 20-02-318-010-0000
1400 E. 57th Street	1400 E. 57th Street, LLC	Chicago, IL	1400 E. 57th Street	20-14-210-038-0000
1644 E. 53rd	1644 E. 53rd, LLC	Chicago, IL	1644 E. 53rd Street	20-12-108-021-0000 20-12-108-022-0000
301 E. Armour	301 E. Armour, LLC	Kansas City, MO	301 E. Armour Boulevard	30-220-01-01-00-0-00-000
3411 Gillham	3411 Gillham, LLC	Kansas City, MO	3411 Gillham Road	29-840-25-21-00-0-00-000
5100-5120 S. Ellis	5100-5120 S. Ellis, LLC	Chicago, IL	5100-5120 South Ellis Avenue	20-11-302-011-0000 20-11-302-013-0000
520 E. Armour	520 E. Armour, LLC	Kansas City, MO	520 E. Armour Boulevard	29-840-26-13-00-0-00-000
5300 S. Drexel	5300 S. Drexel, LLC	Chicago, IL	5300 S. Drexel Boulevard	20-11-314-016-0000
5500 Cornell	5500 S. Cornell, LLC	Chicago, IL	5500 S. Cornell Avenue	20-13-100-001-0000
5500 Cornell	5500 S. Cornell, LLC	Chicago, IL	5493 S. Cornell Avenue	20-12-113-017-0000
5508 Cornell	5508 S. Cornell, LLC	Chicago, IL	5508 S. Cornell Avenue	20-13-100-002-0000
816 E. Armour	816 E. Armour, LLC	Kansas City, MO	816 E. Armour Boulevard	29-840-30-17-00-0-00-000
925 E. 46th Street	925 E. 46th Street Apartments, LLC	Chicago, IL	925-933 E. 46th Street	20-02-316-010-0000
Algonquin Apartments	Algonquin Apartments, LLC	Chicago, IL	1605 E. 50th Street 1606 E. 50th Street 1606 East Hyde Park Boulevard 1607 E. 50th Street 1616 E. 50th Street 1617 E. 50th Street	20-12-104-003-0000 20-12-106-004-0000 20-12-104-004-0000 20-12-106-002-0000 20-12-104-005-0000 20-12-106-003-0000
City Hyde Park	1525 HP, LLC	Chicago, IL	1525 S. Hyde Park Boulevard	20-11-405-008-0000 20-11-405-009-0000 20-11-406-026-0000
Clyde Manor	Clyde Manor, LLC	Kansas City, MO	350 E. Armour Boulevard	29-830-29-16-00-0-00-000
Cornell Terrace	Cornell Terrace, LLC	Chicago, IL	5430 S. Cornell Avenue	20-12-110-014-0000
Drexel Grand	Drexel Grand Apartments, LLC	Chicago, IL	5220 S. Drexel Avenue	20-11-306-016-0000
Drexel Terrace	Drexel Terrace Apartments, LLC	Chicago, IL	5041-45 S. Drexel Avenue	20-11-114-017-0000
Ellis Court	Ellis Court, LLC	Chicago, IL	5301-09 S. Ellis St.	20-11-317-001-0000

Property Name	Property Ownership Entity	City/State	Address	PIN
Ellis Street	4721 S. Ellis, LLC	Chicago, IL	4721 S. Ellis Street	20-11-103-011-0000
Georgian Court	Georgian Court-STL, LLC	St. Louis, MO	5660 Kingsbury Avenue	38751805150
Harper Court	Harper Court Apartments, LLC	Chicago, IL	5134-36 S. Harper Avenue	20-11-404-009-0000 20-11-404-008-0000
Kenwood Court	Kenwood Court, LLC	Chicago, IL	5234-42 S. Kenwood/1350-64 E. 53rd Street	20-11-408-034-0000
Kingsbury	Kingsbury STL, LLC	St. Louis, MO	501 and 525 Clara Avenue	56180001600
Lin-Van Apartments	Lin-Van Apartments, LLC	St. Louis, MO	3900-3906 Lindell Boulevard	39210002000
Maple Court	Maple Court Apartments, LLC	Chicago, IL	1120-1126 E. 47th Street	20-02-318-011-0000
Montclair on the Park	Montclair STL, LLC	St. Louis, MO	18 South Kingshighway Boulevard	38850000107
N. Kingshighway Development	Parc Frontenac Holdings, LLC	St. Louis, MO	4981 West Pine Boulevard	38830001200
Park Central	The Apartments of Park Central, LLC	Kansas City, MO	300 E. Armour Boulevard	29-830-29-15-00-0-00-000
The Apartments of Newbern	The Apartments of Newbern, LLC	Kansas City, MO	525 East Armour Boulevar	30-210-07-18-00-0-00-000 30-210-07-01-00-0-00-000
The Blackwood	The Blackwood, LLC	Chicago, IL	5200 S. Blackstone Avenue	20-11-410-011-0000 20-11-410-012-0000
The Richelieu	405 E. Armour Boulevard, LLC	Kansas City, MO	405 E Armour Boulevard	30-210-08-02-00-0-00-000
Woodlawn Court	Woodlawn Court, LLC	Chicago, IL	5218-28 S. Woodlawn Avenue	20-11-312-013-0000
Woodlawn Terrace	Woodlawn Terrace, LLC	Chicago, IL	4726-4740 S. Woodlawn Avenue	20-11-104-021-0000
Yankee Hill	Yankee Hill, LLC	Kansas City, MO	3430 Gillham Road	29-830-29-01-00-0-00-000

APPENDIX A

PROPERTY DESCRIPTION

PARCEL 1:

A PARCEL OF LAND COMPRISED OF THE FOLLOWING:

(A) ALL OF LOTS 1, 2 AND 3 IN OWNER'S DIVISION OF LOTS 1, 2, 3, 4, 11, 12, 13, 14, 15, AND 16 (EXCEPT THE NORTH 17 FEET OF SAID LOTS 1 AND 16) IN BLOCK 15 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

(B) A PART OF LOT 2 IN BLOCK 16 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

(C) A PART OF EACH OF LOTS 4, 5, 6, 7, 8, 9, 10 AND 11 IN L. B. CURRY'S SUBDIVISION OF LOT 1 IN BLOCK 16 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND

(D) A PART OF SOUTH LAKE PARK AVENUE VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON AUGUST 25, 1966, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 IN L. B. CURRY'S SUBDIVISION AFORESAID AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 4.65 FEET; THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF SOUTH LAKE PARK AVENUE, 80 FEET WIDE, OPENED BY RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON AUGUST 25, 1966 (SAID WESTERLY LINE BEING THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 5,000 FEET, AND BEING 80 FEET WESTERLY FROM AND CONCENTRIC WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD), A DISTANCE OF 289.24 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF SOUTH LAKE PARK AVENUE WITH THE SOUTH LINE PRODUCED EAST OF SAID LOT 3, IN OWNER'S DIVISION AFORESAID; THENCE WEST ALONG THE SOUTH LINE PRODUCED EAST OF SAID LOT 3, ALONG THE SOUTH LINE OF SAID LOT 3, AND ALONG THE SOUTH LINE OF LOT 2 IN SAID OWNER'S DIVISION, A DISTANCE OF 340.58 FEET TO THE SOUTH WEST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF LOT 1 IN SAID OWNERS DIVISION, A DISTANCE OF 283.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, IN OWNER'S DIVISION AFORESAID, A DISTANCE OF 215.96 FEET TO THE NORTH EAST

CORNER OF SAID LOT 1; AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 67.15 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Tax Parcel Nos. 20-11-405-008-0000
 20-11-405-009-0000
 20-11-406-026-0000

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED NOVEMBER 7, 2013 AND RECORDED FEBRUARY 11, 2014 AS DOCUMENT 1404229084 AND RE-RECORDED APRIL 23, 2014 AS DOCUMENT 1411313006.

Tax Parcel No. 20-11-405-010-0000

ADDRESS: 5105 SOUTH HARPER AVENUE, CHICAGO, ILLINOIS 60615