

Exhibit A

First Amendment to the
1539 N. Pulaski Road HHDC Redevelopment Agreement

(see attached)

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

**FIRST AMENDMENT
TO
1539 N PULASKI ROAD HHDC REDEVELOPMENT AGREEMENT**

This First Amendment to 1539 N Pulaski Road HHDC Redevelopment Agreement (this "Amendment") is made as of this ___ day of _____, 2026, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and 1539 N. Pulaski Road HHDC, LP, an Illinois limited partnership ("Owner"), and 1539 N. Pulaski Road Charitable Corporation, an Illinois not-for-profit corporation ("1539 Charitable Corporation," and together with Owner, the "Developer"), and Hispanic Housing Development Corporation, an Illinois not for profit corporation ("HHDC").

This Amendment amends that certain 1539 N Pulaski Road HHDC Redevelopment Agreement by and among the City, HHDC and the Developer dated as of December 1, 2025 and recorded on December 12, 2025, as Document Number 2534608046 in the Office of the Cook County Clerk (the "Agreement").

RECITALS

Subsequent to the execution of the Agreement, Developer encountered a number of challenges that have caused changes to the Project Budget. HHDC, the Developer and the City have agreed to enter into this Amendment to memorialize increasing the amount of City Funds and adjusting the Project Budget.

The aforementioned changes require an amendment to the Agreement.

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

SECTION ONE: INCORPORATION; DEFINITIONS

1.01. The recitals set forth above are incorporated herein by reference and made a part hereof.

1.02. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

SECTION TWO. AMENDED PROJECT BUDGET

2.01. Section 3.03 of the Agreement is hereby deleted and replaced with:

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$37,243,472. Developer hereby

certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

2.02. Section 4.01 of the Agreement is hereby deleted and replaced with:

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$16,188,070
Lender Financing*	\$ -
City Funds (subject to <u>Section 4.03</u>)**	\$14,244,690
City Adopt-a-Landmark Funds***	\$510,000
Other (HUD, ComEd)****	[\$6,290,612]
General Partner Capital Contribution	\$10,100

Estimated Total [\$37,243,472]

*the Lender Financing includes two construction loans that will be made by Associated Bank to the Owner; specifically a construction equity bridge loan in the maximum amount of \$11,700,000 to bridge a portion of the Equity that will be received post construction completion, and a construction TIF bridge loan in the maximum amount of [\$11,920,221] to bridge 1539 Charitable Corporation's receipt of the City Funds. These Associated Bank loans are not listed as part of the Lender Financing designated in this Section 4.01 in order to avoid partially double-counting the Equity and City Funds in the Estimated Total shown above. However, Associated Bank is considered a lender providing Lender Financing for all purposes of this Agreement as a result of these two loans.

**1539 Charitable Corporation, in its sole discretion, will either (i) loan the City Funds to the Owner, or (ii) cause the City Funds to be contributed to the Owner through a general partner capital contribution, or (iii) a combination of the foregoing. 1539 Charitable Corporation shall not be considered a lender and any loan or general partner capital contribution of the City Funds shall not be considered part of the Lender Financing.

***HHDC will receive the City Adopt-A-Landmark Funds pursuant to this Agreement. HHDC, in its sole discretion, will loan the Adopt-A-Landmark Funds to the Owner. However, HHDC shall not be considered a lender and any loans of the City Adopt-A-Landmark Funds shall not be considered Lender Financing for purposes of this Agreement.

****This Other category includes three sources of funds: (1) a \$6,000,000 Capital Advance from HUD that will be made to 1539 Charitable Corporation, which is an Affiliate of HHDC; (2) a \$206,474 grant from Commonwealth Edison Company ("ComEd") to HHDC; and (3) a [\$84,132] loan by HHDC to the Partnership (the "HHDC Sponsor TIF Loan"). With respect to the Capital

Advance, 1539 Charitable Corporation will execute a promissory note in favor of HUD, and will cause the Capital Advance proceeds to be delivered to the Owner through a series of general partner capital contributions. To secure repayment obligations arising under this promissory note, the Owner will grant the HUD Mortgage (as identified in the Recitals) in favor of HUD. HUD shall be considered a lender and the Capital Advance shall be part of the Lender Financing for purposes of this Agreement. In addition, HHDC will loan the ComEd grant funds it receives to the Owner. HHDC shall not be considered a lender neither the loan of the ComEd funds nor the HHDC Sponsor TIF Loan shall be considered part of the Lender Financing for purposes of this Agreement.

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

2.03. Section 4.03 of the Agreement is hereby deleted and replaced with:

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B 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 in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(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, 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 Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$14,244,690

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$14,244,690 or 38.25% of the actual total Project costs; and provided further, that the City Funds to be derived from Incremental Taxes 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 Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such cost. Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$14,244,690 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in four (4) payments as follows:

(i) \$3,973,407 upon the completion of 30% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) \$4,973,407 upon the completion of 60% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(iii) \$3,973,407 upon the completion of 90% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) \$1,324,469 upon issuance of Certificate.

2.04. Section 7.01(a) of the Agreement is hereby deleted and replaced with:

(a) Evidence acceptable to DPD that the Total Project Cost will equal or exceed \$37,243,472; as described in Section 4.03(b), the City Funds will be reduced on a dollar-for-dollar basis if the Total Project Cost is less than this amount; and

2.05 Section 7.01(b) of the Agreement is hereby deleted and replaced with:

(b) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$14,244,690); and

2.06. Exhibit B of the Agreement is hereby deleted and replaced with the attached Exhibit B (Amended). All references in the Agreement to Exhibit B are hereby revised to refer to Exhibit B (Amended). All references in the Agreement to the Project Budget are hereby revised to refer to the Project Budget set forth in this Amendment.

SECTION THREE. MISCELLANEOUS

3.01. Except as amended hereby, the provisions of the Agreement remain in full force and effect in accordance with its terms. This Amendment is subject to the terms of the HUD Rider attached as Exhibit E to the Agreement.

3.02. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

3.03. All prior agreements, whether written or oral, regarding the amendment of the Agreement are superseded by this Amendment.

3.04. This Amendment may be executed in counterparts, each of which shall be deemed an original.

3.05. The Developer shall cause one original counterpart of this Amendment, all amendments and supplements hereto to be recorded and filed on or about the date hereof in the Cook County Clerk's Office. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit, or cause to be transmitted, to the City an executed original of this Amendment showing the date and recording number of record.

(The balance of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to 1539 N Pulaski Road HHDC Redevelopment Agreement to be executed on or as of the day and year first above written.

1539 N. PULASKI ROAD HHDC, LP,
an Illinois limited partnership

By: 1539 N. Pulaski Road GP, LLC, an Illinois limited liability company, its General Partner

By: 1539 N. Pulaski Road Charitable Corporation, its sole member and manager

By: _____
Name: Tony Hernandez
Its: Vice President

1539 N. PULASKI ROAD CHARITABLE CORPORATION,
an Illinois not-for-profit corporation

By: _____
Name: Tony Hernandez
Its: Vice President

HISPANIC HOUSING DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation

By: _____
Name: Tony Hernandez
Its: President

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

By: _____
Ciere Boatright,
Commissioner of Planning and Development

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tony Hernandez (the "Representative"), personally known to me to be the Vice President of 1539 N. Pulaski Road Charitable Corporation, an Illinois not-for-profit corporation ("Manager"), which is the sole member and manager of 1539 N. Pulaski Road GP, LLC, an Illinois limited liability company ("General Partner"), which is the sole general partner of 1539 N. Pulaski Road HHDC, LP, an Illinois limited partnership ("Limited Partnership" together with General Partner and Manager, the "Owner"), 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 the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Owner, as the Representative's free and voluntary act and as the free and voluntary act of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tony Hernandez (the "Representative"), personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC"), 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 the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by HHDC, as the Representative's free and voluntary act and as the free and voluntary act of HHDC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tony Hernandez (the "Representative"), personally known to me to be the Vice President of 1539 N. Pulaski Road Charitable Corporation, an Illinois not-for-profit corporation ("1539 Charitable Corporation"), 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 the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by 1539 Charitable Corporation, as the Representative's free and voluntary act and as the free and voluntary act of 1539 Charitable Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, 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 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 ____ day of _____, ____.

Notary Public

My Commission Expires _____

(SEAL)