

Exhibit A

Redevelopment Agreement

(see attached)

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

Oak-Larrabee, LLC Redevelopment Agreement

This Oak-Larrabee, LLC Redevelopment Agreement (this "Agreement") 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 Oak-Larrabee, LLC, an Illinois limited liability company (the "Owner"), and CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"). The Owner and CHA CSC may collectively be referred to hereinafter as the "Developer Parties" or individually as a "Developer Party".

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, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Near North redevelopment project area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" (the "Redevelopment Area Ordinance"); and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (the "TIF Adoption Ordinance" and collectively with the Redevelopment Plan and the Redevelopment Area Ordinance, the "TIF Ordinances"). The TIF Ordinances were adopted on

July 30, 1997 and subsequently amended on April 24, 2020, and on October 14, 2021, and published in the Journal of the Proceedings of the City Council (the "Journal") for such respective dates.

D. The Project: CHA CSC will enter into the Ground Lease granted by the Chicago Housing Authority ("CHA"), the owner of a fee simple title to that certain real property located wholly within the Redevelopment Area and commonly known as 955 North Larrabee Street, Chicago, Illinois (the "Property") and subsequently assign such leasehold interest in the Property to Owner, and Owner shall assume such leasehold interest. Within the time frames set forth in Section 3.01 hereof, Owner shall commence and complete construction of the following on the Leasehold Estate: a single, seven-story residential building with approximately seventy-eight (78) residential units, including approximately ten (10) studio units, approximately twenty-seven (27) one-bedroom units, approximately thirty-five (35) two-bedroom units, and approximately six (6) three-bedroom units for market rate, low-income, very low-income and extremely low-income families, along with a community space, an outdoor space, approximately 39 indoor parking spaces, and approximately 45 indoor bicycle spaces (the "Facility"). The "Project" means the Facility and related improvements, including but not limited to the TIF-Funded Improvements (as defined below and set forth on Exhibit B). 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 Redevelopment Plan.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define, or expand the content thereof. Developer Parties agree to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Legal Description of the Leasehold Estate
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Requisition Form
4. Financing	
5. Conditions Precedent	
6. Agreements with Contractors	

7. Completion of Construction or Rehabilitation 8. Covenants/Representations/Warranties of Developer Parties 9. Covenants/Representations/Warranties of the City 10. Developer Parties' Employment Obligations 11. Environmental Matters 12. Insurance 13. Indemnification 14. Maintaining Records/Right to Inspect 15. Defaults and Remedies 16. Mortgaging of the Project 17. Notice 18. Miscellaneous	(An asterisk (*) indicates which exhibits are to be recorded.)

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, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with Developer Parties.

"Annual Compliance Report" means a signed report from Owner to the City (a) itemizing each of Developer Parties' obligations under this Agreement during the preceding calendar year, (b) certifying Developer Parties' compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer Parties are not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) intentionally omitted; (2) compliance with Jobs Creation (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 7.01); 7) Compliance with the Affordability Requirements (Section 8.20); (8) delivery of a jobs report for each employee detailing the employee's status as a full-time or part-time employee or subcontractor, the ZIP code for each employee's primary residency, the employee's total employment tenure measured in months, the employee's wages above or below the "Living Wage" rate as defined for that year and progress toward completing the local hiring requirements; and (9) compliance with all other executory provisions of this Agreement.

"Available Project Funds" means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer Parties pursuant to this Agreement.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

"CHA Units" shall mean the approximately 37 residential units in the Project which shall be leased to eligible CHA residents by the Owner.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" is defined in Section 8.01(l).

"City Council" is defined in the Recitals.

"City Funds" is defined in Section 4.03(b).

"City Regulatory Agreement" means that certain Donations Tax Credit Regulatory Agreement entered into on the Closing Date by Owner, CHA CSC, and the City.

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement, and shall not be later than 180 days following the date of City Council's approval of the Project Ordinance or such other date acceptable to the commissioner of DOH, in their sole discretion.

"Collateral Assignment" shall mean a collateral assignment of the Owner's and CHA CSC's respective interests in this Agreement, such collateral assignment to be made by Owner and/or CHA CSC to secure Lender Financing, in form and substance acceptable to the City in its sole discretion; provided, such collateral assignment cannot be exercised until the lender provides the certification required by Section 18.14 hereof and the assignee assumes all of the obligations of the Owner and CHA CSC under this Agreement.

"CSI/ROR" shall mean the Comprehensive Site Investigation and Remediation Objectives Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Owner, CHA CSC and the General Contractor providing for construction of the Project.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Corporation Counsel" means the City's Department of Law.

"Davis-Bacon Act" shall mean the Davis-Bacon Act (40 U.S.C. Section 3141 et seq.).

"Developer Parties" means, collectively, the Owner and CHA CSC; "Developer Party" means any one of the Developer Parties.

"DOH" means the City's Department of Housing.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" is defined in Section 10.

"Employment Plan" is defined in Section 5.12.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago; the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means Developer Parties' funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing the Escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer Parties and Owner's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Existing Materials" shall mean the Hazardous Materials and other environmental conditions described in any SRP reports existing on the Property prior to or as of the Closing Date.

"Facility" is defined in the Recitals.

"Final Comprehensive Residential NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final Comprehensive Residential NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

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

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of Developer Parties or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by Developer Parties or by third parties in positions ancillary to Developer Parties' operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" means the general contractor(s) hired by Owner pursuant to Section 6.01.

"Ground Lease" shall mean a ground lease for the Property for a period not less than 75 years dated on or before the Closing Date between the CHA, as landlord, and CHA CSC and assigned by CHA CSC to the Owner, the tenant, as amended by CHA.

"Hazardous Materials" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"IHDA" means the Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3801/1 et seq., as amended from time to time.

"In Balance" is defined in Section 4.07.

"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 to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Investor Member" means Hudson Oak Larrabee LLC, a Delaware limited liability company, and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Junior Mortgage" shall mean a Junior Mortgage executed by the Owner as mortgagor, in favor of the City, as mortgagee, securing certain of the Owner's obligations under this Agreement and the Junior Mortgage; and which shall be a fifth mortgage.

"Leasehold Estate" shall mean the leasehold estate of Owner in the Property created by the Ground Lease as more particularly described in Exhibit A hereto.

"Lender Financing" means funds borrowed by Owner from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

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

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

"Municipal Code" means the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" is defined in Article 16.

"Non-Governmental Charges" means all non-governmental charges, liens, claims, or encumbrances relating to Developer Parties, the Leasehold Estate, or the Project.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain

per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Leasehold Estate and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Leasehold Estate entered into after the date hereof in Developer Parties' ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, 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.

"Permitted Mortgage" is defined in Article 16.

"Phase I ESA" shall mean a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-21 (as most recently updated at the time of assessment).

"Phase II ESA" shall mean a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

"Plans and Specifications" means 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 Expenditures" is defined in Section 4.05(a).

"Prior Obligations" means Incremental Taxes pledged or committed by the City to pay for the following projects: [LIST TO BE INSERTED PRIOR TO THE CLOSING DATE].

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer Parties to DPD, in accordance with Section 3.03.

"Project Ordinance" means the ordinance adopted by City Council on February 19, 2025 and published in the Journal for such date at pages 24062 - 24122.

"Property" is defined in the Recitals.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter under the SRP.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of the RAP.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means 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.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a Final Comprehensive Residential NFR Letter.

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer Parties to DPD pursuant to Section 4.04 of this Agreement.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Senior Lender" means the Senior Construction Lender, and its successors and assigns, and following the closing of the Senior Permanent Loan, the Senior Permanent Lender, and its successors and assigns.

"Senior Construction Lender" means CIBC Bank USA, an Illinois state chartered bank.

"Senior Construction Loan" means the loan in the principal amount of \$22,800,000, made by the Senior Lender to the Owner and secured by a mortgage encumbering the Leasehold Estate in the Property and the fee simple estate in the Project.

"Senior Loan Documents" mean all documents executed by or on behalf of the Owner in connection with the Senior Construction Loan and/or Senior Permanent Loan, if any.

"Senior Permanent Lender" means the Illinois Housing Development Authority, a body corporate and politic, organized and existing under the laws of the State of Illinois.

"Senior Permanent Loan" means the loan or loans in the aggregate principal amount of \$6,050,000 to be made by the Senior Permanent Lender to the Owner to refinance the Senior Construction Loan and secured by a mortgage encumbering the Leasehold Estate in the Property and the fee simple estate in the Project.

"SRP" means the IEPA's Site Remediation Program, as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58, et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the CSI/ROR, the RAP, and the RACR and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before 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).

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"TACO" shall mean the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the thirtieth anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

"TIF District Administration Fee" means the fee described in Section 4.05(b).

"TIF Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" means 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 B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a leasehold title insurance policy in the most recently revised ALTA or equivalent form, naming the City as the insured mortgagee in the full amount of the City Funds, noting the recording of this Agreement, the Junior Mortgage and City Regulatory Agreement as an encumbrance against the Leasehold Estate, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Leasehold Estate related to Lender Financing, if any, issued by the Title Company.

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

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WBE(s)" means 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, Owner shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 36 months after the Closing Date.

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

3.03 Project Budget. Owner has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$59,763,184. Owner 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. Owner shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer Parties to DPD's Construction and Compliance division for DPD's prior written approval. Provided that a complete submission has been made as indicated above, DPD will use reasonable efforts to expeditiously review all submitted Change Order documentation and issue written determinations. Developer Parties shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer Parties of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer Parties.

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

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer Parties' obligations to comply with the

provisions of Section 5.03 (Other Governmental Approvals). Owner shall not start construction of the Project until Owner has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

3.07 Progress Reports and Survey Updates. After the Closing Date, Owner shall provide DPD 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 DPD's written approval pursuant to Section 3.04). Owner shall provide an updated Survey to DPD if requested by DPD 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 Owner's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Owner's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Owner requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer Parties' agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Before starting any construction requiring barricades, Owner shall install a construction barricade of a type and appearance satisfactory to the City and it shall be constructed in compliance with all applicable federal, state or City laws, ordinances, and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of the Project).

3.10 Signs and Public Relations. Owner 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 Developer Parties, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Owner 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 Developer Parties first comply with all City requirements governing such connections, including the payment of customary fees and costs related to such connections.

3.12 Permit Fees. In connection with the Project, Owner 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 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

Low Income Housing Tax Credit Equity	\$16,232,728
Illinois Affordable Housing Tax Credit Equity	\$2,189,125*
COVID Affordable Housing Grant Proceeds	\$2,300,000**
Deferred Developer Fee	\$625,000
Managing Member Equity	\$100

Lender Financing

Senior Permanent Loan	\$6,050,000
Seller's Note	\$3,290,000
CHA Loan Funds	\$12,728,000

City TIF Funds \$16,348,231

Estimated Total \$59,763,184***

* It is anticipated that these funds will be loaned to Owner by CHA.

** It is anticipated that these funds will be loaned to Owner by Cabrini Green LAC Community Development Corporation.

***Senior Construction Lender will provide the Senior Construction Loan to the Owner that is expected to be repaid from a combination of Low Income Housing Tax Credit Equity, City TIF Funds, the Senior Permanent Loan and the COVID Affordable Housing Grant Proceeds.

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.

4.02 Developer Parties Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer Parties 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. CHA CSC shall be required to lend any City Funds granted to CHA CSC to Owner to pay for or reimburse Owner for the costs of 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, 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 Parties for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$16,700,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$16,700,000; 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 costs.

Developer Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$16,700,000 is contingent upon the fulfillment of the condition set forth in this subsection. If such condition is not fulfilled, the amount of Equity to be contributed by Developer Parties 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, Section 4.08, and Section 5 hereof, the City shall disburse the City Funds in the amount of \$16,348,231 in four (4) payments as follows:

(i) \$5,448,865 upon the completion of 33% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) \$5,448,865 upon the completion of 66% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(iii) \$2,724,694 upon the completion of 100% of the construction of the Project, confirmed via letter from Developer Parties and architect and as certified to the City in a Requisition Form with required supporting documentation; and

(iv) \$2,725,807 upon issuance of Certificate.

The Developer Parties hereby appoint the Owner as the agent for all the Developer Parties for the purpose of executing Requisition Forms and other certifications required to be delivered to the City pursuant to this Agreement and providing support documentation in connection with requests for disbursement of City Funds hereunder.

The City and Developer Parties acknowledge that the proceeds of the Senior Construction Loan referenced in Section 4.01 above will be used to bridge the City Funds and that certain installments of the City Funds will be applied to the partial repayment of the foregoing Senior Construction Loan. CHA CSC, as the recipient of the City Funds and as lender thereof to Owner, and Owner, as the borrower of such City Funds from CHA CSC, hereby direct and agree that the City shall disburse the amounts to be paid by the City pursuant to Section 4.03(c)(iii)-(iv) directly to a subaccount established pursuant to the Escrow Agreement for the partial repayment of the Senior Construction Loan. Notwithstanding the foregoing, the disbursement of City Funds pursuant to Section 4.03(c)(iv) may be remitted directly to Senior Construction Lender upon receipt by the City of a letter of direction to that effect from the Developer Parties.

4.04 Requisition Form. Developer Parties shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. Developer Parties shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer Parties incur and pay Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer Parties are required to demonstrate before the Closing Date, then Developer Parties shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer Parties under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer Parties but shall reduce the amount of Equity and/or Lender Financing Developer Parties are required to contribute under Section 4.01.

(b) TIF District Administration Fee. Annually, the City may allocate from the TIF Fund an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor 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 before any City Funds are paid under this Agreement.

(c) 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 DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$50,000 or \$250,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03, or if the cost of completing the Project exceeds the Project Budget, Owner 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. Before each disbursement of City Funds, Developer Parties shall submit a Requisition Form and supporting documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer Parties' delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer Parties' certification to the City, as of the date of such request for disbursement, that:

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

Project, and/or their payees, and/or the architect for the inspections performed in monitoring the construction of the Project;

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

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

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

(e) Developer Parties have received no notice and have no knowledge of any liens or claim of lien either filed or threatened against the Leasehold Estate 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. Developer Parties hereby agrees that, if the Project is not In Balance, Developer Parties shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer Parties 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 Developer Parties. In addition, Developer Parties 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 Ordinances, this Agreement and/or the Escrow Agreement.

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

SECTION 5. CONDITIONS PRECEDENT

Developer Parties have complied with the following conditions to the City's satisfaction on or before the Closing Date:

5.01 Project Budget. Developer Parties have submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings and Plans and Specifications. Owner has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02.

5.03 Other Governmental Approvals. Developer Parties have secured all other necessary approvals and permits required to construct the Project by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Owner has furnished proof reasonably acceptable to the City that Developer Parties have Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer Parties have furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer Parties to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer Parties have delivered to DPD a copy of the Escrow Agreement. Any liens against the Leasehold Estate in existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Owner's expense, with the Cook County Clerk's Office. The City agrees to a Collateral Assignment in connection with Lender Financing, if required by a lender providing such Lender Financing.

5.05 Acquisition and Title. On the Closing Date, Developer Parties have furnished the City with a copy of the Title Policy for the Leasehold Estate, certified by the Title Company, showing Owner as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement, the Junior Mortgage and the City Regulatory Agreement pursuant to the provisions of Section 8.18. 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. Developer Parties have provided to DPD, on or before the Closing Date, documentation related to the acquisition of the Leasehold Estate and certified copies of all easements and encumbrances of record with respect to the Leasehold Estate not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

5.06 Evidence of Clean Title. Developer Parties, at their own expense, have provided the City with searches as indicated in the chart below under Developer Parties' names and Developer Parties' trade names showing no liens against Developer Parties, the Leasehold Estate or any fixtures now or hereafter affixed to the Leasehold Estate, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Clerk's Office	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court, Northern District - Illinois	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Owner has furnished the City with a copy of the Survey.

5.08 Insurance. Owner, at its own expense, has insured the Leasehold Estate in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 evidencing the required coverages to DPD.

5.09 Opinion of Developer Parties' Counsel. On the Closing Date, Developer Parties furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer Parties have engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer Parties from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Evidence of Prior Expenditures. Developer Parties have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures, if any, in accordance with the provisions of Section 4.05(a).

5.11 Financial Statements. Owner and CHA CSC have provided Financial Statements to DPD for its most recent fiscal year and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer Parties have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. If 15 or more permanent jobs, whether FTE or otherwise, will be created in connection with the Project, then at least thirty (30) days before the Closing Date, Developer Parties will have met with the Workforce Solutions division of DPD to review employment opportunities with Developer Parties after construction or rehabilitation work on the Project is completed.

5.13 Environmental. Developer Parties have provided DPD 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. Developer Parties have provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Developer Parties have provided a copy of its articles or certificate of incorporation or organization or limited partnership containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer Parties are qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement or partnership agreement; and such other organizational documentation as the City has requested.

Each of the Developer Parties have provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer Parties further will provide any other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under

the Municipal Code renders this Agreement voidable at the option of the City. Developer Parties and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Additional Documents. The Developer must have delivered to the City the Junior Mortgage, the City Regulatory Agreement and such financing statements as the City may require.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. DPD acknowledges that Owner has selected McShane Ashlaur Oak-Larrabee Joint Venture, as the General Contractor for the Project. Owner shall cause the General Contractor to solicit bids from qualified subcontractors eligible to do business with, and having an office located in, the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval. Developer Parties shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days after they are signed. Developer Parties shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer Parties shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer Parties shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments, or supplements thereto.

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project, Developer Parties shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Before starting construction of any portion of the Project which includes work on the public way, Developer Parties 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 acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer Parties shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 ; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure

of the General Contractor to require each subcontractor to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

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). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer Parties' written request, DPD shall issue to Developer Parties a Certificate in recordable form certifying that Developer Parties have fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall respond to Developer Parties' 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 Developer Parties to obtain the Certificate. Developer Parties may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within forty-five (45) days in the same way as the procedure for the initial request. Such process may be repeated until the City issues a Certificate.

The Developer Parties acknowledge and understand that the City will not issue the Certificate and pay out any portion of the City Funds conditioned on receipt of the Certificate, until the following conditions have been met:

- (a) Evidence acceptable to DPD that the total Project cost equals or exceeds \$59,763,184 (including the portion of the developer fee included in the Project Budget that has been earned and incurred but remains unpaid pursuant to a deferral arrangement, without further written approval from DPD, and any other costs included in the Project Budget that have been incurred but remain unpaid and that DPD has approved in writing for inclusion in total Project cost); and
- (b) Evidence that Developer Parties have incurred TIF-eligible expenses in an amount not to exceed \$16,700,000; and
- (c) Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the Developer Parties have complied with building permit requirements for the Project; and
- (d) The Facility is open for operation and in the process of being marketed for lease to tenants in accordance with the affordability provisions of the City Regulatory Agreement; and

- (e) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer Parties are in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- (f) Evidence acceptable to DPD that the Project has achieved 100 points on the City's Sustainable Development Policy; and
- (g) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify that the terms of this Agreement specifically related to Developer Parties' obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement 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 Section 8.02 (Covenant to Redevelop), Section 8.19 (Real Estate Provisions), Section 8.20 (Affordability Requirements), Section 8.21 (Annual Compliance Report) and Section 14.02 (Inspection Rights) as covenants that run with the Leasehold Estate 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 when the Certificate is issued, 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 Certificate is issued shall be binding only upon Developer Parties or a permitted assignee of Developer Parties who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer Parties' rights under this Agreement and assume Developer Parties' liabilities under this Agreement.

7.03 Failure to Complete. If Developer Parties fail 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 under this Agreement;
- (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. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer Parties 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 Developer Parties.

7.04 Notice of Expiration of Term of Agreement. When the Term of the Agreement expires, at Developer Parties' written request DPD shall provide Developer Parties with a written notice in recordable form stating that the Term of the Agreement has expired.

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

8.01 General. Each Developer Party represents, warrants, and covenants, as of the date of this Agreement as follows: Representations, warranties and covenants denoted (Owner only) or (CHA CSC only) shall be deemed to have been made only by the Owner or CHA CSC, as applicable; otherwise, they shall be deemed to apply to both. Each of the Developer Parties, 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 and throughout the Term of the Agreement, that:

(a) CHA CSC is an Illinois not-for-profit corporation, validly existing and in good standing (CHA CSC only);

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate CHA CSC's Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which CHA CSC is now a party or by which CHA CSC or any of its assets is now or may become bound (CHA CSC only); CHA CSC has the right, power and authority to enter into, execute, deliver and perform this Agreement (CHA CSC only);

(c) Owner (i) is an Illinois limited liability company duly organized in Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its articles of organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Owner is now a party or by which it may become bound (Owner only);

(d) Owner shall hold the Ground Lease and shall maintain the Leasehold Estate (and all improvements thereon) free and clear of all liens except for the Permitted Liens, if any, as disclosed in the Project Budget throughout the Term of the Agreement (Owner only);

(e) Owner is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Owner has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature (Owner only);

(f) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Owner's actual knowledge threatened or affecting Owner which would impair its ability to perform under this Agreement (Owner only);

(g) Owner has or will acquire as necessary and will 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 (Owner only);

(h) Owner is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Owner is a party or by which Owner or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement (Owner only);

(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 Owner; and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Owner since the date of Owner's most recent Financial Statements (Owner only);

(j) Prior to the issuance of the Certificate, Owner will not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (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 Owner's business; (4) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project); or (5) enter into any transaction that would cause a material and detrimental change to Owner's financial condition (Owner only);

(k) Owner has not incurred and, prior to the issuance of the Certificate, will not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Leasehold Estate (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Leasehold Estate or any fixtures now or hereafter attached thereto, except the Lender Financing disclosed in the Project Budget (Owner only);

(l) None of the Developer Parties have made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this 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 this Agreement or any City Contract with Developer Parties in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended;

(m) None of the Developer Parties nor any affiliate of Developer Parties are listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or

entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer Parties understand that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer Parties will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer Parties have sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information, including a list of the City's Prior Obligations, to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer Parties understand it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment) of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(q) Developer Parties acknowledge that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer Parties' receipt of all required building permits and governmental approvals, Developer Parties shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer Parties. The covenants set forth in this Section shall run with the Leasehold Estate and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

8.03 Redevelopment Plan. Developer Parties represent that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer Parties shall be used by Developer Parties solely to pay for (or to reimburse Developer Parties for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. Developer Parties 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; provided, however, that any such amendments shall not have a material adverse effect on Developer Parties or the Project; provided, further, that the proceeds of any bonds issued on a tax-exempt basis cannot be used as a source of City Funds. Developer Parties shall, at Developer Parties' 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 to such bonds.

8.06 Jobs Creation. Owner estimates that the Project will result in the creation of (i) approximately two (2) full-time equivalent permanent jobs (the "Permanent Jobs"), (ii) approximately one (1) part-time equivalent permanent jobs (the "Part-Time Jobs"), and (iii) during the construction of the Project, approximately one hundred (100) temporary full-time construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs and the Part-Time Jobs, the "Jobs"). Throughout the Term of the Agreement, the Owner shall submit certified employment reports disclosing the number of Jobs at the Project to DPD and DOH as a part of the Owner's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. Developer Parties covenant and agree 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; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of this Agreement or require payment of the City resident shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Developer Parties 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%, 75% 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, Owner shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Owner shall correct any shortfall.

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

8.09 Prevailing Wage. Developer Parties covenant and agree 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, Developer Parties shall provide the City with copies of all such contracts entered into by a Developer Party or the General Contractor to evidence compliance with this Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements

of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer Parties 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. Developer Parties shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer Parties and reimbursement to Developer Parties for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, each of the Developer Parties represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer Parties 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 Developer Parties' business, the Property, or the Facility.

8.12 Disclosure of Interest. Developer Parties' counsels have no direct or indirect financial ownership interest in Developer Parties, the Property or any other aspect of the Project.

8.13 Financial Statements. Owner shall obtain and provide to DPD Financial Statements for Owner's most recent fiscal year and each fiscal year thereafter for the Term of the Agreement. In addition, Owner shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer Parties agree to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Leasehold Estate, the Project 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 Leasehold Estate or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer Parties 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. Developer Parties shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer Parties have 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 Leasehold Estate (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer Parties' covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 Leasehold Estate 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 Parties' Liabilities. Developer Parties shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer Parties to any other person or entity in connection with this Project. Each of the Developer Parties shall immediately notify DPD of any and all events or actions which may materially affect its ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.17 Compliance with Laws. To the best of each Developer Party'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, Developer Parties shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Owner shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement, the Junior Mortgage, and City Regulatory Agreement to be recorded and filed, at Owner's expense, against the Leasehold Estate on the date hereof in the Cook County Clerk's Office. Either this Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if this Agreement is not recorded first, a subordination agreement must to be prepared, executed and recorded. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, 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. Subject to subsection (ii) below, Developer Parties agree to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer Parties, the Leasehold Estate or the Project, or become due and payable, and which create or may create a lien upon Developer Parties or all or any portion of the Leasehold Estate or the Project. "Governmental Charge" means 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 Developer Parties, the Leasehold Estate or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer Parties have 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 Leasehold Estate. Developer Parties' 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 Developer Parties' covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer Parties have given prior written notice to DPD of Developer Parties' intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(x) Developer Parties shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer Parties 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 Leasehold Estate to satisfy such Governmental Charge before the final determination of such proceedings; and/or

(y) Developer Parties shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 Leasehold Estate 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 Parties' Failure To Pay Or Discharge Lien. If Developer Parties fail to pay any Governmental Charge or to obtain discharge of the same, then Developer Parties shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer Parties under this Agreement. The Developer Parties shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Developer Parties fail to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Leasehold Estate or the

Project, neither Owner, CHA CSC nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to each Developer Party 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, except for participating in the Cook County Affordable Housing Special Assessment Program, the public housing abatement under 35 ILCS 200/18-177, and the LIHTC Valuation Program or obtaining any exemption for which the City has provided prior consent.

(ii) Covenants Running with the Leasehold Estate. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the Leasehold Estate and this Agreement shall be recorded by Developer Parties as a memorandum thereof, at Developer Parties' expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer Parties and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer Parties agree that any sale, lease, conveyance, or transfer of title to all or any portion of the Leasehold Estate 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 Developer Parties, its successors or assigns, may waive and terminate Developer Parties' covenants and agreements set forth in this Section 8.19(c).

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer Parties shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer Parties shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Affordability Requirements. (a) Affordable Units. Of the 78 units comprising the Project, 37 units (or 47% of the Project's units) shall be CHA Units, 17 units (or 22% of the Project's units) shall be non-CHA Units that are affordable to households at 80% AMI and below levels; and 24 units shall not have any affordability restrictions.

(b) CHA Units. The Developer Parties agree and covenant to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain City Regulatory Agreement shall govern the terms of the Developer Parties' obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

- (i) During the term of the Declaration of Restrictive Covenants or other similar restrictive covenant document, the CHA Units shall be operated and maintained solely as residential rental housing;
- (ii) All of the CHA Units shall be available for occupancy to and be occupied solely by Low Income Families (as defined below) upon initial occupancy;

(iii) All of the CHA Units 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; and

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

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

(B) "Low Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD"), and thereafter such income limits shall apply to this definition.

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

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

8.21 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Owner shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.22 Inspector General. It is the duty of Developer Parties and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer Parties' officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer Parties represent that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 Intentionally Omitted.

8.24. FOIA and Local Records Act Compliance.

(a) FOIA. Developer Parties acknowledge that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very

short period of time, unless the records requested are exempt under the FOIA. If Developer Parties receive a request from the City to produce records within the scope of FOIA, then Developer Parties covenant to comply with such request within 48 hours of the date of such request. Failure by Developer Parties to timely comply with such request shall be an Event of Default.

(b) **Exempt Information.** Documents that Developer Parties submit to the City as part of the Annual Compliance Report(s) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer Parties to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer Parties mark any such documents as "proprietary, privileged or confidential." If Developer Parties mark a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) **Local Records Act.** Developer Parties acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer Parties covenant to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.25 Survival of Covenants. All warranties, representations, covenants and agreements of Developer Parties contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer Parties' execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section 7 when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.26 Increment and Rate of Return Reporting. Developer Parties agree to report the increment projected to be created by the Project at the Closing Date. Developer Parties agree to report the increment to date created by the Project. Developer Parties agree to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.27 Job Readiness Program. Developer Parties and its major tenants, if applicable, shall undertake a job readiness program to work with the City, through the Mayor's Office of Workforce Development, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer Parties' business on the Property.

8.28 In connection with that certain Indictment filed on June 13, 2024 in the Superior Court of New Jersey Law Division, Docket No. 24-06-00111-S (the "Indictment"), each of the Developer Parties represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that none of the named defendants in the Indictment (i) is or will be an officer, director, manager, managing member, partner, general partner or limited partner of any Developer Party; (ii) owns or will own, directly or indirectly through one or more intermediate ownership entities, any ownership interest in any Developer Party; or (iii) controls or will control, directly or indirectly

through one or more intermediate ownership entities, the day-to-day management of any Developer Party (the foregoing (i)-(iii) shall be hereinafter referred to as the "Restrictions"). Such Restrictions will no longer apply to a named defendant if the Indictment and any charges related to the Indictment are no longer pending and either (a) such defendant has not been convicted of any of the crimes alleged in the Indictment or any charges related to the Indictment or (b) such defendant has been acquitted of the crimes alleged in the Indictment or any charges related to the Indictment. Any default under this Section 8.28 shall constitute an Event of Default without notice or opportunity to cure.

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 under this Agreement.

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 to this Agreement and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER PARTIES' EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Owner, 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 Owner operating on the Property (collectively, with Owner, the "Employers" and individually an "Employer") to agree, that for the Term of the Agreement with respect to Owner 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, subject to the cure rights under Section 15.03.

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

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

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

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

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

Upon 2 business days prior written notice, Owner, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Owner, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

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

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

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

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

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

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

- (1) At least twenty-six percent by MBEs.
- (2) At least six percent by WBEs.

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

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

(d) Owner shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Owner or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Owner's compliance with this MBE/WBE commitment. Owner shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have

access to all such records maintained by Owner, on five Business Days' notice, to allow the City to review Owner's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

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

SECTION 11. ENVIRONMENTAL MATTERS

Owner hereby represents and warrants to the City that, except as provided in this Section 11 below, Owner will execute and complete all Remediation Work required to obtain A Final Comprehensive Residential NFR Letter and 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, Approved Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Owner agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the

following, regardless of whether or not caused by, or within the control of Owner: (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 Owner, or any person directly or indirectly controlling, controlled by or under common control with Owner, hold 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 Owner), 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 Owner or any of their affiliates under any Environmental Laws relating to the Property.

The Owner provided the City with a Phase I ESA compliant with ASTM E-1527-21 for the Property prior to and conducted, or updated, within 180 days prior to the Closing Date and a Phase II ESA.

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Owner performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Owner shall enroll the Property (or any portion thereof) in the IEPA SRP in order to obtain a Final Comprehensive Residential NFR Letter for the enrolled Property. The Owner acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a RAP Approval Letter for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Owner covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Owner's estimate of the cost to perform the Remediation Work. The Owner shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Owner shall promptly transmit to the City copies of all environmental documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer Parties acknowledge and agree to not request a certificate of occupancy for the Project from the Department of Buildings until the IEPA has issued, and Developer Parties have recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive Residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If Developer Parties fail to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this Agreement against the Leasehold Estate.

Developer Parties acknowledge that, except in the case of information specifically designated by the Developer Parties to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys,

IEPA SRP submittals, or similar environmental documents relating to the property publicly available, and Developer Parties consent to the City's publication of those documents.

The Owner must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the Final Comprehensive Residential NFR Letter.

SECTION 12. INSURANCE

Developer Parties must provide and maintain, at Developer Parties' own expense, or cause to be provided and maintained during the Term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to this Agreement.

(a) Before 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 a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-developers, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer Parties may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Developer Parties. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Developer Parties' work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Developer Parties' acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope

of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificates of Insurance (as defined below) when submitted. Developer Parties' liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(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 Facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(iv) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Developer Parties. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificates of Insurance when submitted.

(v) Blanket Crime (when applicable)

When applicable, Developer Parties must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer Parties at any given time under this Agreement.

(b) Construction. Before the construction of any portion of the Project, Developer Parties shall procure and maintain, or cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain, the following types 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 a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or the insured party may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of the insured party. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of the insured party's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of any of the insured party's acts or omissions, whether such liability is attributable to the insured party or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificates of Insurance when submitted. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than \$2,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificates of Insurance when submitted.

(iv) Railroad Protective Liability (when applicable)

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Developer Parties shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer Parties or the insured party shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage

to or destruction of property, including the loss of use thereof.

(v) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, Developer Parties 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. Coverage(s) must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(vi) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other 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) Pollution Liability Insurance (when applicable)

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the work that may fall under the scope and direction of the Developer Parties, the Developer Parties must cause remediation contractor to provide Pollution Liability coverage with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of the insured party's

acts or omissions, whether such liability is attributable to the insured party or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Developer Parties and any other insured party shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(ix) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

A combination of primary and Excess/Umbrella policies may be used to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

(x) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, Developer Parties must cause to provide All Risk Installation Floater Insurance to cover installation work, including improvements, betterments, and/or repairs. The Installation Floater must provide for replacement cost of materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(xi) Marine Protection & Indemnity (when applicable)

When Developer Parties undertake any marine operation in connection with this Agreement, Developer Parties must provide, or cause to provide, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000 per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties; injuries to crew members if not provided through other insurance; damage to wharves; piers and

other structures; and collision. The City 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 Facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

(i) Evidence of Insurance

Developer Parties must furnish the City, certificates of insurance and additional insured endorsement, or other evidence of insurance ("Certificate of Insurance" or "COI"), to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer Parties must submit evidence of insurance prior to execution of this Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of this Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer Parties, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer Parties must advise all insurers of this Agreement's provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Developer Parties for liabilities which may arise from or relate to this Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

(ii) Failure to Maintain Insurance

Failure of the Developer Parties to comply with required coverage and terms and conditions outlined herein will not limit Developer Parties' liability or responsibility nor does it relieve Developer Parties of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

(iii) Notice of Material Change, Cancellation or Non-Renewal

Developer Parties must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificates of Insurance for General Liability, Automobile Liability and Workers' Compensation in order to comply with the insurance requirements.

(iv) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer Parties.

(v) Waiver of Subrogation

Developer Parties hereby waive their rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Developer Parties agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Developer Parties' insurer(s).

(vi) Developer Parties Insurance Primary

All insurance required of Developer Parties under this Agreement shall be endorsed to state that Developer Parties' insurance policy is primary and not contributory with any insurance carrier by the City.

(vii) No Limitation as to Developer Parties' Liabilities

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

(viii) No Contribution by the City

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Developer Parties under this Agreement.

(ix) Insurance not Limited by Indemnification

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.

(x) Insurance and Limits Maintained

If Developer Parties maintain higher limits and/or broader coverage than the minimums shown herein, the City requires, and shall be entitled to, the higher limits and/or broader coverage maintained by Developer Parties. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(xi) Joint Venture or Limited Liability Company

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

(xii) Other Insurance obtained by Developer Parties

If Developer Parties desire additional coverages, the Developer Parties will be responsible for the acquisition and cost.

(xiii) Insurance required of Contractor and Subcontractors

Developer Parties must require Contractor and subcontractors to provide the insurance required herein, or Developer Parties may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer Parties unless otherwise specified in this Agreement. The Developer Parties are responsible for ensuring that each Contractor and subcontractor has named the City as an additional insured where required, as well as specifically naming the City as an additional insured on any endorsement form at least as broad and acceptable to the City. The Developer Parties are also responsible for ensuring that each Contractor and subcontractor has complied with the required coverage and terms and conditions outlined in this subsection (d), Other Requirements. When requested by the City, the Developer Parties must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Contractors and subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Developer Parties' liability or responsibility.

(xiv) City's Right to Modify

Notwithstanding any provisions in this Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

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

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

(ii) Developer Parties' 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 official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the

result of information supplied or omitted by Developer Parties or any Affiliate Developer Parties or any agents, employees, contractors or persons acting under the control or at the request of Developer Parties or any Affiliate of Developer Parties; or

(iv) Developer Parties' failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer Parties 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 Parties shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer Parties 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 Owner'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 Owner's offices for inspection, copying, audit and examination by an authorized representative of the City, at Owner's expense. Owner shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer Parties with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Leasehold Estate during normal business hours for the Term of the Agreement. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

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 a Developer Party, as applicable, hereunder (provided, however, the occurrence of an Event of Default by Owner shall not be deemed to constitute an Event of Default by CHA CSC and the occurrence of an Event of Default by CHA CSC shall not be deemed to constitute an Event of Default by Owner):

(a) a Developer Party fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such party under this Agreement or any related agreement;

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

(c) a Developer Party makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect when made;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt by a Developer Party to create, any lien or other encumbrance upon the Leasehold Estate, 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 a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party'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 a Developer Party; 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 a Developer Party, for any substantial part of Developer Parties' assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of a Developer Party; 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) any judgment or order is entered against a Developer Party and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of Owner or CHA CSC;

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against a Developer Party or any natural person who owns a material interest in a Developer Party and is not dismissed within thirty (30) days, or a Developer Party or any natural person who owns a material interest in a Developer Party is indicted for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement, and except with respect to transfers of the Leasehold Estate to a mortgagee under a Permitted Mortgage or an Existing Mortgage, the sale or transfer of the Leasehold Estate or Project and/or all or substantially all of the ownership interests of Developer without the prior written consent of the City;

(l) a Developer Party or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to a Developer Party fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall

render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) Developer Parties fail to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Term of the Agreement as provided in Section 8.20.

For purposes of Section 15.01(j), a person with a material interest in a Developer Party shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of a Developer Party. The City hereby agrees that, in addition to the cure rights set out in Section 15.03 below, any cure of any default made or tendered by one or more of Owner's investor members or a lender providing Lender Financing shall be deemed to be a cure by the Owner and/or Developer Parties and shall be accepted or rejected on the same basis as if made or tendered by Owner and/or Developer Parties.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer Parties are or shall be parties, suspend disbursement of City Funds, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained in this Agreement or under the Junior Mortgage.

Upon the occurrence of an Event of Default under Section 15.01(m), the defaulting Developer Party shall be obligated to pay to the City the amount of \$10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by such Developer Party shall not relieve Developer Parties of its obligation under Section 8.20.

If an Event of Default attributable to CHA CSC's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against Owner. If an Event of Default attributable to Owner's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against CHA CSC.

15.03 Curative Period. (a) In the event a Developer Party shall fail to perform a monetary covenant which it 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 applicable party 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 a Developer Party shall fail to perform a non-monetary covenant which it 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 applicable party 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 applicable party shall not be deemed to have committed an Event of Default under this Agreement if it has started 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.

15.04 Right to Cure by Investor Member and Lenders other than CHA CSC. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement, the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the parties identified in Section 17 and the Investor Member and any lender providing Lender Financing, other than CHA CSC, shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

- (i) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after expiration of the cure period, if any, granted to Developer Parties with respect to such monetary default;
- (ii) if the Event of Default is of a non-monetary nature, any party entitled to cure such defaults shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer Parties with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by the lenders or the Investor Member within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must continue diligently to pursue such cure until the default has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Leasehold Estate or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer Parties may hereafter elect to execute and record or permit to be recorded against the Leasehold Estate or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer Parties may hereafter elect to execute and record or permit to be recorded against the Leasehold Estate or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer Parties agree as follows:

- (a) If a mortgagee or any other party shall succeed to Developer Parties' interest in the Leasehold Estate 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 Developer Parties' interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer Parties 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 Leasehold Estate.

(b) If any mortgagee shall succeed to Owner's interest in the Leasehold Estate 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 Developer Parties' interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer Parties for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer Parties" under this Agreement; 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 Developer Parties' interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer Parties which accrued before such party succeeded to the interest of Developer Parties under this Agreement, in which case Developer Parties shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer Parties' interest under this Agreement, 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 Leasehold Estate.

(c) Before the City issues a Certificate under Section 7, Developer Parties shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner of DPD. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required under this Agreement 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 Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to a Developer Party: Oak-Larrabee, LLC c/o Brinshore Development, L.L.C. 1603 Orrington, Suite 450 Evanston, Illinois 60201 Attention: Richard J. Sciortino And Oak-Larrabee, LLC c/o The Michaels Organizations P.O. Box 90708 Camden, New Jersey 08101 Attention: Mark Morgan
With Copies To:	With Copies To: CHA Community Support Corporation

City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	60 E. Van Buren Street Chicago, Illinois 60605 Attention: President And to: Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Nicole Jackson, Esq. Chicago Housing Authority Office of the General Counsel 60 E. Van Buren Street Chicago, Illinois 60605 And to: Hudson Oak Larrabee LLC Hudson SLP LLC c/o Hudson Housing Capital LLC 630 Fifth Avenue, 28th Floor New York, New York 10111 Attention: General Counsel Holland & Knight LLP 10 St. James Avenue, 12th Floor Boston, MA 02116 Attention: Dayna M. Hutchins, Esq.
If to CIBC:	CIBC Bank USA 120 S. LaSalle Street Chicago, Illinois 60603 Attn: Adam Rogers with a copy to: Charity & Associates, P.C. 20 N. Clark St., Suite 3300 Chicago, Illinois 60602 Attention: Elvin E. Charity

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. Except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, this Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. 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 Parties (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer Parties affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer Parties by more than ninety (90) days.

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

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer Parties 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 Developer Parties from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer Parties 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. Waiver by the City or Developer Parties with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer Parties 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 of this Agreement. 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 to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

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

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 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.

18.09 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 in this Agreement and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.10 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.

18.11 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.

18.12 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.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD'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, DPD 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 DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer Parties may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender holding Lender Financing. Any successor in interest to Developer Parties under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Each of the Developer Parties consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer Parties, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer Parties, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, 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.

18.16 Force Majeure. Neither the City nor Developer Parties nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this

Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. 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.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer Parties are required to provide notice under the WARN Act, Developer Parties 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 Developer Parties have locations in the State. Failure by Developer Parties 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 in this Agreement.

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

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer Parties 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 Parties also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer Parties acknowledge (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer Parties 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 that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code) (a "Financial Interest"), 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 that creates a Financial Interest, 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 that creates a Financial Interest, 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. Developer

Parties 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.

18.21 Restore-Rebuild RAD Conversion. In connection with the anticipated conversion of certain residential housing units within the Project to RAD-assisted units through HUD's Restore-Rebuild Rental Assistance Demonstration (RAD) program (the "RAD Conversion"), which is anticipated to occur after the completion of construction of the Project, the City and the Developer Parties intend to amend this Agreement and subordinate this Agreement to certain RAD-related regulatory agreements as may be required by HUD in connection with the RAD Conversion; provided that the terms of the such amendment and subordination will be in form and substance acceptable to the City in its sole discretion.

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

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

DEVELOPER PARTIES

OAK-LARRABEE, LLC,
an Illinois limited liability company

By: Oak-Larrabee Manager, LLC,
an Illinois limited liability company,
its managing member

By: Brinshore PL, LLC,
an Illinois limited liability company,
a manager and a member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its managing member

By: _____
Name: Richard J. Sciortino
Title: Authorized Signatory

By: Michaels Chicago Holding Company 2, LLC,
an Illinois limited liability company,
a manager and a member

By: _____
Name: Mark Morgan
Title: President

By: Cabrini Green LAC CDC-SPE 2, LLC,
an Illinois limited liability,
a member

By: Cabrini Green LAC Community Development Corporation,
an Illinois not-for-profit corporation,
its sole member

By: _____
Name: Randall K. Blakey
Title: President

CHA COMMUNITY SUPPORT CORPORATION,
an Illinois not-for-profit corporation,

By: _____
Name: _____
Title: _____

CITY OF CHICAGO

By: _____
Ciere Boatright
Commissioner of Planning and 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 Richard J. Sciortino, an authorized signatory of Brinshore Development, L.L.C., an Illinois limited liability company, a member of Brinshore PL, LLC, an Illinois limited liability company, a manager and a member of Oak-Larrabee Manager, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Oak-Larrabee, LLC, an Illinois limited liability company, 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 severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Oak-Larrabee, LLC, 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 NEW JERSEY)

) ss

COUNTY OF CAMDEN)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Mark Morgan, personally known to me to be the president of Michaels Chicago Holding Company 2, LLC, an Illinois limited liability company, a manager and a member of Oak-Larrabee Manager, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Oak-Larrabee, LLC, an Illinois limited liability company, 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 severally acknowledged that as such vice president, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Oak-Larrabee, LLC, 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, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Randall K. Blakey, personally known to me to be the president of Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC-CDC"), the sole member of Cabrini Green LAC CDC-SPE 2, LLC, a member of Oak-Larrabee Manager, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Oak-Larrabee, LLC, an Illinois limited liability company, 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 severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of the board of the LAC-CDC as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Oak-Larrabee, LLC, 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 the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of CHA CSC, as his/her free and voluntary act and as the free and voluntary act of CHA CSC, 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)

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 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/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires_____

(SEAL)

Exhibit A

Legal Description of the Leasehold Estate

[Subject to Survey and Title Insurance]

Exhibit B

Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)

(see attached)

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.

TIF ELIGIBLE BUDGET:

Oak and Larrabee Phase I

Mixed-Income 69% Affordable

TIF Eligible Costs:

Construction Costs:	Calculation Method:	Amount:	100% Residential:	Residential Per Unit:	Per Unit TIF Residential:	TIF Eligible Costs:	
Residential: New Construction		\$37,799,529	\$37,799,529	\$484,609	\$484,609	\$13,040,838	50% of hard costs for 69% non-mkt units
General Conditions		\$ 2,267,972	\$ 2,267,972	\$ 29,077	\$ 29,077	\$ 782,450	50% of hard costs for 69% non-mkt units
Overhead		\$ 755,991	\$ 755,991	\$ 9,692	\$ 9,692	\$ 260,817	50% of hard costs for 69% non-mkt units
Profit		\$ 2,267,972	\$ 2,267,972	\$ 29,077	\$ 29,077	\$ 782,450	50% of hard costs for 69% non-mkt units
Subtotal:		\$43,091,461	\$43,091,461	\$552,455	\$552,455	\$14,866,555	
Other Construction Period Costs:							
Building Permits	Cost per SF	\$ 185,000	\$ 185,000	\$ 2,372	\$ 2,372	\$ 63,825	50% of permits for 69% non-mkt units
Environmental Remediation	% of net construction 2.00%						100% Environmental Remediation
Environmental Contingency	% of net construction 5.00%	\$ 11,250	\$ 11,250	\$ 144	\$ 144	\$ 11,250	100% Environmental Remediation
Utility Relocation/Fees		\$ 150,000	\$ 150,000	\$ 1,923	\$ 1,923	\$ 51,750	50% of site costs for 69% non-mkt units
Misc. Municipal Permit Fees		\$ 100,000	\$ 100,000	\$ 1,282	\$ 1,282	\$ 34,500	50% of permits for 69% non-mkt units
Construction Contingency	Cost per SF	\$ 2,154,573	\$ 2,154,573	\$ 27,623	\$ 27,623	\$ 743,328	50% of hard costs for 69% non-mkt units
Subtotal:		\$ 3,239,223	\$ 3,239,223	\$ 44,846	\$ 44,846	\$ 1,004,653	
Total Construction Budget:		\$46,330,684					
Soft Costs							
Architecture Design		\$ 1,424,678	\$ 1,424,678	\$ 18,265	\$ 18,265	\$ 491,514	50% architecture 69% non-mkt

Architecture Supervision	% of total GC budget 5.00%	\$ 358,778	\$ 358,778	\$ 4,600	\$ 4,600	\$ 4,600	\$ 123,778	50% architecture 69% non-mkt
Precast Engineering	Per unit \$1,923	\$ 150,000	\$ 150,000	\$ 1,923	\$ 1,923	\$ 1,923	\$ 51,750	50% engineering 69% non-mkt
Foundation Engineering - LUCID		\$ 14,800	\$ 14,800	\$ 190	\$ 190	\$ 190	\$ 5,106	50% engineering 69% non-mkt
Geotech/Soil Tests/Material Testing		\$ 125,000	\$ 125,000	\$ 1,603	\$ 1,603	\$ 1,603	\$ 43,125	50% engineering 69% non-mkt
Phase II Environmental Report		\$ 100,000	\$ 100,000	\$ 1,282	\$ 1,282	\$ 1,282	\$ 100,000	100% of Environmental Remediation
Subtotal:		\$ 3,501,214	\$ 3,498,014				\$ 815,273	
TOTAL:		\$59,763,184	\$59,468,621	\$ 762,418	\$ 209,964	\$ 16,686,481		Eligible TIF
						\$16,348,231		TIF Amount to be Approved
						\$14,000,000		Original Approved TIF Amount

MBE/WBE DEVELOPMENT BUDGET:**Oak and Larrabee Phase I****Mixed-Income 69% Affordable**

Hard Costs:	Project Total:	MBE - 26%:	WBE - 6%:
Residential Construction Costs:	\$37,799,529	\$ 9,827,878	\$2,267,972
Contractor G.C.	\$ 2,267,972	\$ 589,673	\$ 136,078
Contractor Overhead	\$ 755,991	\$ 196,558	\$ 45,359
Contractor Profit	\$ 2,267,972	\$ 589,673	\$ 136,078
Subtotal:	\$43,091,464	\$11,203,782	\$ 2,585,487

Exhibit C

Requisition Form

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____, _____ of _____, a
_____ (the "Developer Parties"), hereby certifies that with respect
to the _____ Redevelopment Agreement between Developer Parties and the
City of Chicago dated _____, _____ (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. Developer Parties requests reimbursement for the following cost of TIF-Funded
Improvements:

\$ _____

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

E. Developer Parties 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 Developer Parties are in
compliance with all applicable covenants contained in the Agreement.

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 in this Requisition Form has the meanings
given such terms in the Agreement.

[Developer Parties]

By: _____

Name

Title: _____

Subscribed and sworn before me this ____ day of _____
_____.

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Planning and Development