



Doc#: 0630442191 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/31/2006 01:23 PM Pg: 1 of 13

This instrument was prepared by

Kathie Soroka  
Applegate & Thorne-Thomsen, P.C.  
322 South Green Street  
Suite 400  
Chicago, Illinois 60607

After Recording Return to:

One Mortgage Partners Corp.  
c/o JP Morgan Chase Bank  
Community Development Group  
Mail Code IL1-0955  
10 S. Dearborn  
Chicago, IL 60670  
Attn: Hamed Hashmy

437106S (A)

**RETENTION / REPAYMENT AGREEMENT FOR RENTAL PROJECTS  
USING LOW INCOME HOUSING TAX CREDITS (LIHTCs)**

**AFFORDABLE HOUSING PROGRAM**

**REPAYMENT AGREEMENT**

**THIS AGREEMENT** is entered into as of the 1<sup>st</sup> day of October, 2006, by and among One Mortgage Partners Corp. ("Bank"); WHP-IIB Manager, LLC, an Illinois limited liability company ("Sponsor"); and WHP-IIB, LLC, an Illinois limited liability company ("Owner").

**RECITALS:**

A. Pursuant to Section 721 of the Financial Institution's Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), the Federal Housing Finance Board ("Board") is required to cause each Federal Home Loan Bank ("FHLBank") to establish an affordable housing program ("AHP") to assist members of each FHLBank to finance affordable housing for very low, low and moderate income households.

B. Bank is a member of the Federal Home Loan Bank of Chicago ("Chicago Bank") and submitted an application dated March 15, 2006 (the "Application") for an AHP grant, the

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proceeds of which Bank has used to fund a loan to Owner (the "Loan") to pay a portion of the costs associated with the acquisition, construction, or rehabilitation of property commonly known as West Haven Park Phase IIB ("Property"). Sponsor has formed Owner for the purpose of acquiring, constructing, or rehabilitating the Property located south of Lake Street, west of Wood Street, north of Washington Boulevard, and east of Wolcott Avenue in Cook County, Chicago, Illinois, with 127 rental units, of which 97 units will be rented to low- and very low-income persons (the "Project"), as legally described in Exhibit A attached hereto. The Sponsor is the general partner of Owner.

C. Pursuant to regulations (including, without limitation, those contained in 12 CFR Part 951) promulgated by the Board pursuant to FIRREA ("AHP Regulations"), members of each FHLBank are required to provide for the repayment of any subsidized advances or other subsidized assistance in connection with unused or improperly used AHP subsidies.

D. In connection with the referenced AHP grant and the Loan, Bank entered into that certain Affordable Housing Program Subsidy Agreement ("Subsidy Agreement") dated June 19, 2006 with Chicago Bank and Sponsor, pursuant to which Bank agreed to be bound by AHP Regulations and perform certain monitoring functions with respect to the Loan.

E. The parties desire to set forth those circumstances under which Bank shall be entitled to repayment of subsidy funds from the Owner in connection with its Loan to Owner for the acquisition, construction, or rehabilitation of the Property.

## AGREEMENTS

1. Subsidy Amount. The parties hereby acknowledge and agree that Bank has, on even date herewith, disbursed the proceeds of the Loan to Owner in the amount of \$533,500. The term during which Sponsor and Owner must comply with the AHP Regulations to qualify and maintain the Loan is fifteen (15) years from the date of Project completion, at which time this Agreement shall terminate ("Retention Period").

2. Affordability Requirements. Owner agrees, during the Retention Period, to manage and operate 97 units at the Property as rental housing for very-low, low, and/or moderate income households. For purposes of this Agreement, very-low income households shall mean households whose annual income at initial occupancy is 50% or less of area median income, low income households shall mean households whose annual income at initial occupancy is 60% or less of area median income and, moderate income households shall mean households whose annual income at initial occupancy is 80% or less of area median income, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD"), the AHP Regulations or as further provided in federal regulations. Owner agrees, during the Retention Period, to make 70 units of the Project affordable for and occupied by very low-income households and 27 units of the Project affordable for and occupied by low-income households.

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3. Notice of Sale or Refinancing. The Bank and Chicago Bank shall be given notice by Sponsor and/or Owner of any sale or refinancing of the Property occurring prior to the end of the Retention Period.

4. Sale or Refinancing of the Property. If the Property is sold or refinanced prior to the end of the Retention Period, Sponsor and/or Owner must repay an amount equal to the full amount of the Loan, unless the Property continues to be subject to a deed restriction or a mechanism incorporating income-eligibility and affordability restrictions committed to in the Application for the duration of the Retention Period.

5. Foreclosure. The income-eligibility and affordability restrictions applicable to the Property shall terminate after foreclosure on the Property.

6. Compliance Documentation. Sponsor and Owner shall provide to the Bank any information regarding the project and use of the Loan pursuant to the AHP Regulations as amended from time to time and as required by the Chicago Bank.

7. Compliance. Sponsor and Owner shall at all times comply with all laws, rules and regulations (including, without limitation, AHP Regulations) and with the provisions contained in the Application and those provisions contained in the Subsidy Agreement as they relate to the construction, ownership, management and operation of the Property.

8. Breach of Affordability Requirements; Breach by Owner.

(a) In the event Owner or Sponsor, at any time during the term of this agreement, defaults in its obligation to manage and operate the Property and the Project and provide compliance information as required pursuant to paragraph 6 above or otherwise fails to comply with the terms of this Agreement or the Application, and such default continues for a period of 60 days after notice to Owner from Bank or such shorter period of time required to avoid a default by Bank under the Subsidy Agreement, it shall be an Event of Default of this Agreement and Owner and Sponsor shall immediately pay Bank that portion of the Loan which Bank may be required to repay to Chicago Bank.

(b) Owner shall repay to Bank that portion of the Loan, including interest, if appropriate, that, as a result of Owner's actions or omission, is not used in compliance with the terms of the Application or the requirements of the AHP Regulations, unless such noncompliance is cured by Owner within a reasonable period of time or the circumstances of noncompliance are eliminated through a modification of the Application, pursuant to the AHP Regulations.

9. Notices. All Notices, demands and requests given or required to be given by any party hereto to another party shall be in writing to the addresses below, and to the following parties:

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If to Owner/Sponsor: WHP-IIB, LLC  
 c/o Brinshore Development, L.L.C.  
 666 Dundee Road, Suite 1102  
 Northbrook, Illinois 60062  
 Attn: Richard Sciortino

c/o The Michaels Development Company  
 One East Stow Road  
 Marlton, New Jersey 08053  
 Attn: John O'Donnell

c/o The Michaels Development Company  
 322 S. Green Street, Suite 212  
 Chicago, Illinois 60607

And: FNBC Leasing Corporation  
 21 South Clark, 12th Floor  
 Mail Code IL1-0502  
 Chicago, IL 60603  
 Attn: Mark McCann

And: Applegate & Thorne-Thomsen  
 322 S. Green Street, Suite 400  
 Chicago, Illinois 60607  
 Attn: Bennett P. Applegate

Levine, Staller, Sklar, Chan, Brown, & Donnelly, P.A.  
 3030 Atlantic Avenue  
 Atlantic City, New Jersey 08401  
 Attn: Arthur Brown

If to Bank: One Mortgage Partners Corp.  
 10 South Dearborn  
 Mail Code IL1-0953  
 Chicago, IL 60670  
 Attn: Hamed Hashmy

10. Indemnification and Survival. Sponsor and Owner hereby agree to fully and unconditionally indemnify, defend and hold harmless Bank from and against any judgments, losses, repayment, liabilities, damages (including consequential damages), costs, expenses of whatsoever kind or nature, including, without limitation, reasonable attorney's fees, expert witness fees, and any other professional fees and litigation expenses or other obligations incurred by Bank that may arise in any manner out of actions or omissions which result from Owner or Sponsor's performance or failure to perform pursuant to the terms of this Agreement. The

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representations, warranties, obligations and indemnification of Owner and Sponsor shall survive the term of this Agreement.

11. Joint and Several. Subject to the non-recourse nature of this Agreement, the obligations of Owner and Sponsor hereunder are joint and several.

12. Counterparts. This Retention/Repayment Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

13. Cure. Bank hereby agrees that any cure of any default made by the limited partners of Owner shall be accepted or rejected on the same basis as if made by Owner.

14. Cooperation with Investor Partner. If reasonably requested to do so in a timely manner by the investor partner or general partner of the Owner, as such partners may appear from time to time, Bank hereby agrees to provide an estoppel letter to the effect that, to the best of Bank's knowledge, there is no uncured default or event which with the passage of time would constitute a default with respect to the Loan made by Bank.

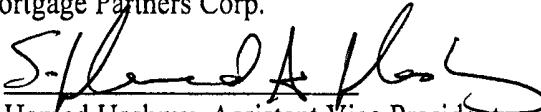
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Executed and delivered as of the date first above written.

BANK:

One Mortgage Partners Corp.

By:   
Harfed Hashmy, Assistant Vice President

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SPONSOR:

WHP-IIB MANAGER, LLC,  
an Illinois limited liability company


By: Brinshore Holding, LLC,  
an Illinois limited liability company,  
a member

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
Its sole member

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

By:   
Name: Richard Sciortino  
Title: President

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

By:   
Name: John O'Donnell  
Title: Vice President

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OWNER: WHP-IIB, LLC  
an Illinois limited liability company

By: WHP-IIB Manager, LLC,  
an Illinois limited liability company  
Its Manager

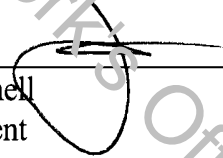
By: Brinshore Holding, LLC,  
an Illinois limited liability company,  
a member

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
Its sole member

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

By:   
Name: Richard Sciortino  
Title: President

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

By:   
Name: John O'Donnell  
Title: Vice President

Property of Cook County Clerk's Office



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STATE OF ILLINOIS     )  
                                  ) §§  
COUNTY OF COOK     )

I, Stephanye J. Barnes, a Notary Public in and for said County in the State aforesaid, do hereby certify that Hamed Hashmy, Assistant Vice President of One Mortgage Partners Corp., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of said company, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on October 30, 2006.

Stephanye J. Barnes  
Notary Public

My Commission Expires: 3-3-10 [SEAL]



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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 Sciortino, personally known to me to be the president of RJS Real Estate Services, Inc., a member of Brinshore Development, L.L.C., an Illinois limited liability company, the sole member of Brinshore Holding, LLC, an Illinois limited liability company, a member of WHP II-B MANAGER, LLC, an Illinois limited liability company (the "Sponsor"), the sole Manager of WHP II-B, 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 Sponsor as the free and voluntary act of such person, and as the free and voluntary act and deed of the Sponsor, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of October, 2006.



Margaret A. Grassano  
Notary Public

(SEAL)

STATE OF New Jersey )  
 ) ss  
COUNTY OF Burlington )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that John O'Donnell, personally known to me to be the Vice President of Michaels Chicago Holding Company, LLC, an Illinois limited liability company, a member of WHP-IIB Manager, LLC, an Illinois limited liability company (the "Sponsor"), the Manager of WHP-IIB, 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 Sponsor as the free and voluntary act of such person, and as the free and voluntary act and deed of the Sponsor, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of October, 2006.

Catherine A. Harding  
Notary Public

CATHERINE ANN HARDING  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 6/30/2010

(SEAL)

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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 Sciortino, personally known to me to be the president of RJS Real Estate Services, Inc., a member of Brinshore Development, L.L.C., an Illinois limited liability company, the sole member of Brinshore Holding, LLC, an Illinois limited liability company, a member of WHP II-B MANAGER, LLC, an Illinois limited liability company (the "Manager"), the sole Manager of WHP II-B, 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 Manager as the free and voluntary act of such person, and as the free and voluntary act and deed of the Manager and WHP II-B, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of October, 2006.



(SEAL)

Margaret A. Grassano  
Notary Public

STATE OF New Jersey )  
 ) ss  
COUNTY OF Burlington )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that John O'Donnell, personally known to me to be the Vice President of Michaels Chicago Holding Company, LLC, an Illinois limited liability company, a member of WHP-IIB Manager, LLC, an Illinois limited liability company (the "Manager"), the Manager of WHP-IIB, 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 Manager as the free and voluntary act of such person, and as the free and voluntary act and deed of the Manager and WHP-IIB, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of October, 2006.

Catherine A. Harding  
Notary Public

(SEAL)



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**Exhibit A**  
**LEGAL DESCRIPTION**  
**Westhaven Park Phase IIB**

**PARCEL 1:**

LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF OCTOBER 1, 2006 BETWEEN CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, LANDLORD, AND WHP-IIB, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TENANT, RECORDED 10-31-09, 2006 AS DOCUMENT NUMBER 0630442191, DEMISING AND LEASING FOR A TERM OF 99 YEARS EXPIRING ON SEPTEMBER 30, 2105, THE FOLLOWING DESCRIBED PARCEL, TO WIT:

LOTS 1, 14 AND 17 IN BLOCK 1 AND LOTS 1, 5, 6, 8, 10 AND OUT LOT 1 IN BLOCK 2 OF THE WESTHAVEN PARK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2006, AS DOCUMENT NUMBER 0625145094, IN COOK COUNTY, ILLINOIS, BEING A RESUBDIVISION AND CONSOLIDATION IN THOMAS' SUBDIVISION OF THE WEST 152 FEET OF BLOCK 51 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN ASSESSOR'S DIVISION OF 146.98 FEET EAST OF AND ADJOINING THE WEST 152 FEET OF SAID BLOCK 51, AND IN THE SUBDIVISION BY TAYLOR OF THE EAST ½ OF SAID BLOCK 51, INCLUDING ALL OF THE VACATED EAST-WEST AND NORTH-SOUTH ALLEYS AND VACATED WEST MAYPOLE AVENUE IN SAID BLOCK 51, TOGETHER WITH THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 7, AFORESAID, LYING EAST OF THE EAST LINE OF ASSESSOR'S DIVISION AFORESAID, AND LYING WEST OF THE WEST LINE OF THE SUBDIVISION BY TAYLOR AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS PARCEL 1.

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Having the following Parcel Identification Numbers (PINs):

17-07-417-032	17-07-422-007	17-07-422-021
17-07-417-033	17-07-422-008	17-07-422-022
17-07-417-036	17-07-422-009	17-07-422-023
17-07-417-037	17-07-422-010	17-07-422-024
17-07-417-038	17-07-422-011	17-07-422-025
17-07-417-039	17-07-422-012	17-07-422-026
	17-07-422-013	17-07-422-027
17-07-422-001	17-07-422-014	17-07-422-028
17-07-422-002	17-07-422-015	
17-07-422-003	17-07-422-016	17-07-422-038
17-07-422-004		
17-07-422-005	17-07-422-018	
17-07-422-006		

Formerly known as the following addresses, all in Chicago, IL:

140 N Wood  
 1832 W Washington  
 1836 W Washington  
 1850 W Washington  
 141 N Wolcott  
 1847 W Lake

Now currently known as the following addresses, all in Chicago, IL:

110 N Wood	1807 W Maypole	1807 W Lake
122 N Wood	1809 W Maypole	1809 W Lake
156 N Wood	1811 W Maypole	1811 W Lake
	1813 W Maypole	1813 W Lake
1804 W Washington	1817 W Maypole	1847 W Lake
1820 W Washington	1819 W Maypole	1849 W Lake
1822 W Washington	1820 W Maypole	1851 W Lake
1824 W Washington	1826 W Maypole	1853 W Lake
1826 W Washington	1828 W Maypole	
1830 W Washington	1830 W Maypole	
1832 W Washington	1832 W Maypole	
1834 W Washington	1836 W Maypole	
1836 W Washington	1837 W Maypole	
1854 W Washington	1838 W Maypole	
	1839 W Maypole	
103 N Wolcott	1840 W Maypole	
121 N Wolcott	1841 W Maypole	
155 N Wolcott	1845 W Maypole	
	1847 W Maypole	
	1849 W Maypole	
	1851 W Maypole	