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GIT (7-16)

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This instrument prepared by and after recording should be returned to:

Doc#: 1219957139 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2012 03:09 PM Pg: 1 of 13

Arthur Dolinsky
Senior Counsel
City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

REDEVELOPMENT SUBORDINATION AND CONSENT AGREEMENT

This Redevelopment Subordination and Consent Agreement (this "Agreement") is executed and delivered as of June 28, 2012, by **PNC CDE 14, LP**, a Delaware limited partnership, **CDF SUBALLOCATEE XVI, LLC**, an Illinois limited liability company and **CONSORTIUM AMERICA XXXVI, LLC**, a Delaware limited liability company (collectively, the "Lender"), in favor of the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, FEDC NMTC, LLC, an Illinois limited liability company (the "Developer") and the City, acting by and through its Department of Housing and Economic Development, have entered into that certain Agreement for the Sale and Redevelopment of Land dated as of June 28, 2012, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on 7-17-2012, 2012, as Document No. 1219957135 ("Redevelopment Agreement"), pursuant to which the City has agreed to sell and the Developer has agreed to purchase the real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement, the Developer has agreed to develop facilities for the Hyde Park Day School ("HPDS"), a not-for-profit elementary school for children with learning disabilities, and the Sonia Shankman Orthogenic School ("SSOS"), a not-for-profit, coeducational residential treatment program for children and adolescents with profound emotional issues on the Property (the "Project"); and

WHEREAS, as part of obtaining financing for the Project, the Developer and the Lender have entered into that certain Loan Agreement dated on or about the date

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hereof (the "Loan Agreement"), pursuant to which the Lender has agreed to provide to Developer a loan in the principal amount of up to Twenty Eight Million Two Hundred Eighty Six Thousand Dollars (\$28,286,000.00) (the "Loan"), which Loan is secured, in part, by a Mortgage and Security Agreement, Assignment of Leases and Rents, and Fixture Filing (the "Mortgage") dated as of June 28, 2012, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on 7-17, 2012, as Document No. 189957137 (the Loan Agreement, the Mortgage and any other documents referenced therein shall be referred to herein collectively as the "Loan Documents"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Developer has agreed to be bound by certain covenants expressly running with the Property, as set forth in Sections 13, 15, 16, 17 and 23.4 of the Redevelopment Agreement (the "City Encumbrances"); and

WHEREAS, the City has reserved in the Redevelopment Agreement certain rights to re-enter and take possession of the Property upon the occurrence of certain conditions as more fully set forth in the Redevelopment Agreement (the "Rights of Reverter"); and

WHEREAS, the Redevelopment Agreement requires that the Lender agree that its Mortgage is subordinate and subject to the City Encumbrances; and

WHEREAS, as a condition precedent to Lender extending the Loan to Developer, Lender requires that (i) City consent to the Loan, (ii) the City consent to the Lease (as defined herein), and (iii) the City acknowledge and agree that the City's Rights of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Consent to Loan. The City hereby approves the Loan, as approved "Lender Financing" (as defined in the Redevelopment Agreement) and agrees that any and all references in the Redevelopment Agreement to "Lender Financing" or to "any mortgage approved by this Agreement" shall include the Loan made by Lender to Developer. The City hereby consents to Developer obtaining the Loan from Lender and executing the Mortgage in favor of Lender and thereby encumbering the Property. The execution and recordation of the Mortgage will not constitute a breach of or default under the Redevelopment Agreement. No further consents are required from the City with respect to Developer's execution and delivery of the Mortgage.

2. Consent to Lease. In connection with the operation of the Project, Developer intends to enter into that certain "Lease Agreement" by and between Developer and Leslie Shankman School Corporation, an Illinois not-for-profit

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corporation, encumbering the Property, which Lease Agreement is evidenced by that certain [Memorandum of Lease] by and between Developer and ^{Leslie Shankman} ~~School Corporation~~, dated as of June 28, 2012, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on 7-17, 2012, as Document No. 1219957139 (the "Lease"). The City hereby consents to the Lease as required by Section 16 of the Redevelopment Agreement. The execution and recordation of the Lease will not constitute a breach of or default under the Redevelopment Agreement. No further consents are required from the City with respect to Developer's execution and delivery of the Lease.

3. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject to the City Encumbrances. Notwithstanding the foregoing and anything contained in this Agreement or in the Redevelopment Agreement to contrary, the City hereby agrees that the Mortgage and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the same, provided the principal amount of the Mortgage is not increased by more than five percent (5%) without the City's written consent, shall unconditionally be and at all times remain a lien on the Property and shall not be defeated or rendered invalid by the Rights of Reverter and the City agrees that in the event it shall exercise its Rights of Reverter and thereby become the owner of the Property or any portion thereof, its interest in the Property shall be subject to the Mortgage and to any and all liens, interest and rights created thereby and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the same, provided the principal amount of the Mortgage has not increased by more than five percent (5%) percent without the City's written consent. Nothing herein shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including, without limitation, the Lender's rights to receive, and the Developer's obligation to make, payments and prepayments of principal and interest on the Loan or to exercise the Lender's rights pursuant to the Loan Documents.

4. Notice of Default. The Lender shall use reasonable efforts to give to the City (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 4. Failure of the Lender to deliver such notices or waivers shall in no instance alter the rights or remedies of the Lender under the Loan Documents.

5. Waivers. No waiver shall be deemed to be made by the City of any of its rights hereunder unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City in any other respect at any other time.

6. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal

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laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

7. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

8. Notices. Any notice required hereunder shall be in writing and addressed to the parties as set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

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

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

If to
PNC CDE 14, LP:

PNC CDE 14, LP
c/o PNC Center
20 Stanwix Street, Third Floor
Mailstop P4-P509-03-1
Pittsburgh, PA 15222
Attention: Kelly Clements
Facsimile: (412) 644-7664
Email: kelly.clements@pnc.com

With a copy to:

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Attention: Scott C. Neill, Esq.
Facsimile: 402-346-1148
Email: scott.neill@kutakrock.com

If to

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CDF Suballocatee XVI, LLC:

CDF Suballocatee XVI, LLC
 CDF Management LLC
 Chicago Development Fund
 c/o Department of Community Development
 City of Chicago
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602
 Attention: Commissioner, Department of
 Community Development
 Facsimile: (312) 747-9207
 Attention: Deputy Commissioner for
 Development Finance
 Department of Community
 Development
 Facsimile: (312) 747-2314

With a copy to both:

S.B. Friedman & Company
 221 North LaSalle Street, Suite 820
 Chicago, Illinois 60601
 Attention: Tony Q. Smith
 Facsimile: (312) 424-4262

and

Perkins Coie, LLP
 131 South Dearborn, Suite 1700
 Chicago, Illinois 60603
 Attention: Robert D. Stephan
 Facsimile: (312) 424-9626

If to Consortium
America XXXVI, LLC:

Consortium America XXXVI, LLC
 c/o Trammel Crow Company
 1055 Thomas Jefferson St., NW, Suite 600
 Washington, District of Columbia 20007
 Attention: Adam Weers
 Facsimile: (202) 337-7364

With a copy to:

Holland & Knight
 10 Saint James Avenue, 11th Floor
 Boston, Massachusetts 02116
 Attention: Jeffery Gaulin
 Facsimile: (617) 523-5870
 Email: jeff.gaulin@hklaw.com

In the case of notice to

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any Lender, a copy shall also be provided to:

PNC Bank, N.A.
Community Development Banking
One North Franklin—Suite 3600
Chicago, Illinois 60606
Attention: Thurman Smith
Telephone: (312) 214-2146
Email: Thurman.smith@pnc.com

and

LSSC Investment Fund, LLC
c/o PNC Bank, N.A.
20 Stanwix Street, Third Floor
Mailstop P4-P509-03-1
Pittsburgh, Pennsylvania 15222
Attention: Kelly Clements
Facsimile: (412) 644-7664
Email: kelly.clements@pnc.com

and

Kulak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Scott C. Neill
Facsimile: (402) 346-1148

Any notice given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice given pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

9. Modifications and Reliance. This Agreement may only be modified or terminated by a writing executed by all parties hereto. In the event of a conflict between the Redevelopment Agreement and this Agreement, this Agreement shall control. This Agreement shall remain in full force and effect until all obligations of Developer have been paid and satisfied in full and all financing agreements evidencing the Loan have been terminated or lapsed.

10. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Redevelopment Subordination and Consent Agreement as of the date first written above.

PNC:

PNC CDE 14, LP,
a Delaware limited partnership

By: PNC Community Partners, Inc.,
its General Partner

By: Michael J. Kwiatkowski
Michael J. Kwiatkowski
Vice President

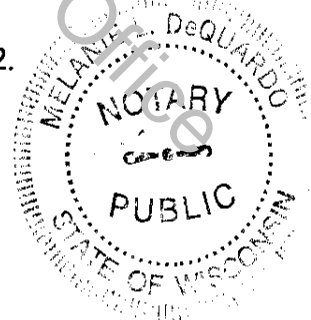
Attachment: Exhibit A (legal description, PIN and address)

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee

I, Melanie L DeQuardo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J Kwiatkowski the VP of PNC CDE 14, LP, a Delaware limited partnership, 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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 25th day of June, 2012.

Melanie L DeQuardo
Notary Public
BHP 9.7.4



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSORTIUM:

CONSORTIUM AMERICA XXXVI, LLC,
an Illinois limited liability company

By: Consortium America, LLC,
a Delaware limited liability company,
Its Managing Member

By: TC MidAtlantic Development, Inc.,
a Delaware corporation,
Its Managing Member

By: *T. Christopher Roth* *TCU*
T. Christopher Roth
President

Attachment: Exhibit A (legal description, PIN and address)

~~DISTRICT OF COLUMBIA~~
~~STATE OF ILLINOIS~~
) SS.
~~COUNTY OF COOK~~

I, *KATHLEEN J. MITCHELL*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *T. CHRISTOPHER ROTH*, the *PRESIDENT* of *TC MIDATLANTIC DEVELOPMENT INC.* a(n) *DELAWARE CORPORATION* [insert type of entity and state of formation], 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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this *27th* day of *June*, 2012.

Kathleen J. Mitchell
Notary Public



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Exhibit A

PARCEL 1

LOT 44 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACES), IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 39 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 33 AND 34 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 4

LOTS 9 AND 10 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 5

LOTS 11 AND 12 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 6

LOT 13 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

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PARCEL 7

LOTS 14 AND 15 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 8

THE SOUTH ½ OF LOT 17 AND ALL OF LOT 18 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 9

LOTS 26 THRU 32, BOTH INCLUSIVE, IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 10

LOT 23 (EXCEPT THE EAST 13 FEET THEREOF) AND ALL OF LOTS 24 AND 25 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 11

LOTS 19 TO 22, BOTH INCLUSIVE, AND THE EAST 13 FEET OF LOT 23 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 12

LOTS 35 AND 36 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST

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¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 13

LOT 40 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

<u>ADDRESS</u>	<u>P.I.N.</u>	<u>PARCEL NO.</u>
6217 SOUTH INGLESIDE AVENUE	20-14-315-005	1
6227-29 SOUTH INGLESIDE AVENUE	20-14-315-008; 20-14-315-009	13; 2
6237-39 SOUTH INGLESIDE AVENUE	20-14-315-014; 20-14-315-028	3; 12
6220-32 SOUTH ELLIS AVENUE	20-14-315-019; 20-14-315-020; 20-14-315-021; 20-14-315-022	4; 5; 6
6240 SOUTH ELLIS AVENUE	20-14-315-024	8
910 EAST 63 RD STREET	20-14-315-025; 20-14-315-026; 20-14-315-027	9; 10; 11

All in Chicago, Illinois.