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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/11/2013 04:55 PM Pg: 1 of 20

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WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

Andrew Whealy
% Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

**CONSENT, WAIVER AND NON-DISTURBANCE
AGREEMENT
[ACE SOLAR]**

JAMES SNEIDER APARTMENTS A/K/A GATEWAY CENTRE APARTMENTS

September 10, 2013

For recordation in the County Records of Cook County, Illinois:

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CONSENT, WAIVER AND NON-DISTURBANCE AGREEMENT

This Consent, Waiver and Non-Disturbance Agreement ("Agreement") is entered into as of the 10th day of September, 2013 by and among **GATEWAY APARTMENTS LIMITED PARTNERSHIP**, an Illinois limited partnership ("Building Owner"), **RBC TAX CREDIT TAX CREDIT MANAGER II, INC.**, a Delaware corporation ("Investor") **MB FINANCIAL BANK, N.A.**, a national banking association ("MB"), **CITY OF CHICAGO**, a municipal corporation ("City"), the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Illinois ("IHDA"), and **CHICAGO LOW INCOME HOUSING TRUST FUND**, an Illinois not for profit corporation ("Chicago Trust Fund", and together with MB, City, and IHDA, collectively, the "Lender") for benefit of **AFFORDABLE COMMUNITY ENERGY I, LLC**, an Illinois limited liability company ("ACE") and **CDF SUB-ALLOCATEE XIX, LLC**, an Illinois limited liability company ("CDE Lender").

RECITALS

WHEREAS, the Building Owner is the owner of certain real property and the existing buildings thereon located at 7450 N. Rogers, in Chicago, Illinois and commonly known as the James Sneider Apartments a/k/a Gateway Centre Apartments (the "Building") as more specifically described on the attached Exhibit A and incorporated herein by reference (collectively, the "Premises"); and

WHEREAS, Investor is the special limited partner in Building Owner pursuant to that certain Amended and Restated Limited Partnership Agreement of Building Owner dated July__, 2001 ("Partnership Agreement"), and is authorized to act on behalf of all limited partners of the Building Owner; and

WHEREAS, the Partnership Agreement requires that Investor provide consent to any encumbrance of the Premises; and

WHEREAS, MB has made a loan to the Building Owner pursuant to that certain Promissory Note and related loan and security documents ("MB Loan Documents"), by and among MB and Building Owner dated May 1, 2002, and MB has taken a lien or security interest against the Premises to secure such loans; and

WHEREAS, the City has made a loan to the Building Owner pursuant to that certain Promissory Note and related loan and security documents ("City Loan Documents"), by and among the City and Building Owner dated May 1, 2002, and the City has taken a lien or security interest against the Premises to secure such loans; and

WHEREAS, IHDA has made a loan to the Building Owner pursuant to that certain Promissory Note and related loan and security documents ("IHDA Loan Documents"), by and among IHDA and Building Owner dated May 1, 2002, and IHDA has taken a lien or security interest against the Premises to secure such loans; and

WHEREAS, Chicago Trust Fund has made a loan to the Building Owner pursuant to that certain Promissory Note and related loan and security documents ("City Trust Fund Loan Documents", and together with the MB Loan Documents, City Loan Documents and IHDA Loan Documents, collectively, the "Loan Documents"), by and among City Trust Fund and Building Owner dated May 1, 2002, and City Trust Fund has taken a lien or security interest against the Premises to secure such loans; and

WHEREAS, the Loan Documents require that Lender provide consent to any encumbrance of the Premises; and

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WHEREAS, ACE is in the business of constructing, installing and operating several solar voltaic installations on, and other energy producing or consumption reducing facilities and measures in low-income residential buildings in Chicago, Illinois, in a manner that will allow the Borrower to benefit from the new markets tax credit (the “New Market Tax Credit”) provided pursuant to the Section 45D of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, ACE intends to construct, install, maintain and operate certain facilities, systems, and equipment for generating electricity which will utilize solar photovoltaic, or other technologies for generating electricity using renewable resources (“Renewable Facilities”) as well as certain combined heat and power electricity generating equipment and systems (“Generating Facilities”), as well as certain energy conserving equipment and measures (“Conservation Improvements”, and together with the Generating Facilities and the Renewable Facilities, the “Equipment” as more particularly described on the attached Exhibit B) on the Building (collectively the “Project”); and

WHEREAS, in accordance with the scope of the Project, ACE and Building Owner intend to enter into (i) that certain Building and Rooftop Lease dated September 10, 2013 (“Rooftop Lease”), pursuant to which Building Owner has leased to ACE certain space on the roof and certain other space within the Building on which ACE shall install and operate the Equipment and (ii) that certain Power Purchase and Sale and Energy Services Performance Agreement dated September 10, 2013 (“PPA”), pursuant to which ACE shall install and maintain the Project in exchange for a portion of the savings achieved by the Building Owner through the energy conservation achieved; and

WHEREAS, CDE Lender has agreed to provide loans to ACE in the amount of \$6,125,000 (the “CDE Loan”) pursuant to that certain Loan Agreement dated as of September 10, 2013 and related security documents by and among CDE Lender and ACE (collectively, the “CDE Loan Documents”); and

WHEREAS, the CDE Loan is secured, in part, by the Equipment to be installed on the Premises pursuant to that certain Security Agreement and other related security documents and financing statements given by ACE in favor of CDE Lender, as amended (collectively, the “Security Agreements”); and

WHEREAS, the CDE Loan Documents require that ACE receive the consent, release, waiver and agreement (as applicable) of the Building Owner, Lender and Investor with respect to certain aspects of the Rooftop Lease and the Security Agreements as detailed in this Agreement; and

WHEREAS, the installation and operating of the Equipment within the Building is expected to be beneficial to the Building Owners by conserving energy and reducing energy cost variations and outflows over the long term, and will not interfere with the use of the Building as affordable housing.

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

Section 1. ACE Representations and Agreements. ACE hereby represents to Building Owner, CDE Lender, Investor and Lender and agrees as follows:

(a) The Rooftop Lease and PPA have been validly authorized and executed by ACE, are in full effect in accordance with its terms, and there exists no default by either party under the Rooftop Lease or PPA.

(b) The Rooftop Lease is subordinate to the mortgage lien held by Lender.

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(c) The Rooftop Lease and PPA and installation and operation of the Equipment will not adversely affect the use of the Premises as a qualified low-income housing project under Section 42 of the Internal Revenue Code (the "Code"), containing 120 residential units.

(d) ACE will not amend or modify the Rooftop Lease in any manner without the prior written consent of CDE Lender and Lender.

(e) ACE shall notify Lender of any default by Building Owner under the Rooftop Lease and offer Lender the opportunity (without the obligation) to cure such default and not terminate (or otherwise exercise any remedies with respect to) the Rooftop Lease for a period of 90 days following Lender's actual receipt of such notice; or such longer period as is reasonably necessary to cure such default but in no event to exceed 120 days, provided Lender commences such cure within the initial 90-day period and prosecutes the same with reasonable diligence (which, if such cure requires possession of the Premises, shall include the foreclosure of Lender's mortgage lien on the Premises).

Section 2. *Building Owner Agreements.* Building Owner hereby agrees as follows:

(a) Building Owner will not amend or modify the Rooftop Lease in any manner without the prior written consent of CDE Lender and Lender.

(b) Building Owner acknowledges and agrees that the Equipment shall at all times be considered to be personal property of ACE and shall not constitute a fixture or become part of the Premises or the personal property of the Building Owner. Further, Building Owner agrees that it will notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder or claimant, of the existence of this Agreement.

(c) Building Owner hereby waives and relinquishes to ACE and CDE Lender all rights, claims and demands of every kind against the Equipment now located or to be located on the Premises, including but not limited to liens and security interests, both statutory and otherwise, and the right of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract which Building Owner now has or may hereafter acquire with respect to any of the Equipment presently or hereafter financed or leased by CDE Lender.

(d) Building Owner agrees and acknowledges that the Rooftop Lease and PPA will be collaterally assigned to CDE Lender, and Building Owner consents and acknowledges that if the interests of ACE shall be transferred to, and/or owned by CDE Lender by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, and CDE Lender succeeds to the interest of ACE under the Rooftop Lease and/or PPA, Building Owner agrees that Building Owner shall be bound to CDE Lender under all of the terms, covenants and conditions of the Rooftop Lease and/or PPA for the balance of their respective terms thereof remaining, and CDE Lender shall attorn to Building Owner as its landlord, each with the same force and effect as if CDE Lender, were the tenant under the Rooftop Lease or a party to the PPA, without the execution of any further instruments on the part of any of the parties hereto, provided that CDE Lender assumes all of ACE's obligations under the Rooftop Lease and PPA, and there is no other default under such documents.

In accordance with the above, if CDE Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof shall succeed to the interest of ACE under the Rooftop Lease and/or PPA, Building Owner agrees and acknowledges that such party shall not be

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liable for any act or omission of any prior tenant (including ACE) unless such act or omission continues during CDE Lender's control of the Premises and CDE Lender thereafter fails to cure the same within a reasonable time; nor bound by any amendment or modification of the Rooftop Lease and/or PPA made without its consent. In the event of a default by ACE under the Rooftop Lease and/or PPA or any occurrence that would give rise to an offset or payment claim against ACE under the Rooftop Lease and/or PPA, Building Owner will use its best efforts to set off such defaults against rents currently due Building Owner (subject to the limits on ACE's offset rights set forth in this Agreement) and give CDE Lender such time as is reasonably required to cure such default or rectify such occurrence, provided CDE Lender uses reasonable diligence to correct the same and such cure period does not exceed 90 days, extendable to 120 days provided CDE Lender commences such cure within the initial 90-day period and prosecutes the same with reasonable diligence. Building Owner agrees that notwithstanding any provision of the Rooftop Lease and/or PPA to the contrary, Building Owner will not be entitled to cancel the Rooftop Lease and/or PPA, or to exercise any other right or remedy until CDE Lender has been given notice of default and opportunity to cure such default as provided herein. If ACE's default is not curable by CDE Lender, and such default does not jeopardize the right of the Building Owner to receive tax credits under Section 42 of the Code, CDE Lender may at its option assume all of ACE's right, title and interest in the Rooftop Lease and/or PPA and all of ACE's obligations and covenants under the Rooftop Lease and/or PPA, and thereafter Building Owner shall be estopped from terminating the Rooftop Lease and/or PPA as a result of ACE's default.

Section 3. *Investor Consents and Affirmations.* Investor consents and agrees to the following in satisfaction of any requirements for consent under the Partnership Agreement or other related document by and between Building Owner and Investor:

- (a) Investor consents to the Building Owner entering into the Rooftop Lease and PPA.
- (b) Investor consents to the Building Owner loaning replacement reserves (as that term is defined in the regulatory or other agreement with IIDA governing the Building, referred to herein as "Replacement Reserves") in the amount of \$28,553 to ACE in connection with the acquisition and installation of the Equipment.
- (c) Investor acknowledges and consents to the Building Owner entering into the terms and conditions of this Agreement including but not limited to the waiver by Building Owner to any rights or interests (if any) Building Owner may have in the Equipment.
- (d) Investor agrees and acknowledges that if the interests of Building Owner shall be transferred to, and/or owned by Investor and Investor succeeds to the interest of the Building Owner under the Rooftop Lease and/or PPA, Investor agrees that it shall be bound in the same manner and to the same extent as Building Owner under all of the terms, covenants and conditions of the Rooftop Lease and/or PPA for the balance of the term thereof remaining, with the same force and effect as if Investor, were the landlord under the Rooftop Lease, or a party to the PPA without the execution of any further instruments on the part of any of the parties hereto.
- (e) Investor represents and confirms that the general partner of the Building Owner is not currently in default under the Partnership Agreement or any document related thereto.

Section 4. *Lender Consents, Agreements and Acknowledgements.* Lender consents and agrees to the following in satisfaction of any requirements for consent under the Loan Documents:

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(a) Lender consents to the Building Owner entering into the Rooftop Lease and PPA. Provided, however, that the consent of the City and IHDA is conditioned on the restoration of any damage caused to the Building by the removal of any Equipment from the Building, the cost of such restoration to be responsibility of ACE.

(b) Lender consents to the Building Owner loaning Replacement Reserves in the amount of \$28,555 to ACE in connection with the acquisition and installation of the Equipment, it being understood that the remaining balance of the Replacement Reserves exceeds the Building's capital requirements and the minimum amounts required by IHDA.

(c) Lender holds a mortgage lien on the Premises and acknowledges that in connection with the financing provided by CDE Lender to ACE, ACE has executed the Security Agreement and ACE shall grant, among other things, a security interest in the Equipment located on the Premises and that upon the occurrence of certain events and without the payment of further consideration, CDE Lender may, among other things, enter the Premises and take possession of the Equipment. For so long as CDE Lender or its successors or assigns hold any ownership or security interest in the Equipment, but only for so long, Lender hereby disclaims, waives and releases any interest, title, lien or claim in the Equipment, whether or not all or any part of the Equipment may be considered to be "fixtures" under any provision of law or otherwise, and Lender acknowledges the aforementioned security interest held by CDE Lender in and to the Equipment ("Lender Waiver").

(d) Lender is making this Lender Waiver in reliance on CDE Loan pursuant to the CDE Loan Documents and Lender understands that CDE Lender is providing the CDE Loan, in reliance, in part, on the Lender Waiver.

(e) Lender agrees that if at any time the interests of Building Owner (as lessor) under the Rooftop Lease and as a party under the PPA, shall be transferred to and owned by Lender, its nominee(s), assignee(s), or any purchaser(s) by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner under the Loan Documents, Lender covenants and agrees that as Lender to the Building Owner, it shall not diminish or interfere with ACE's rights and privileges under the Rooftop Lease and/or PPA, or any extensions or renewals thereof, as lessee under the Rooftop Lease and as a party to the PPA and Lender agrees further that it shall not disturb ACE's, its nominee's, assignee's, or purchaser's, as applicable, use of the Premises or construction and operation of the Equipment during the remaining term of the Rooftop Lease and/or PPA or any extensions or renewals thereof for any reason, except for a subsequent default by ACE, its nominee, assignee, or purchaser (beyond any period given such person to cure such default) pursuant to the terms of the Rooftop Lease and/or PPA.

(f) With limited knowledge and without investigation, Lender represents and confirms that Building Owner is not currently in default under the Loan Documents and Lender is not aware of any pending defaults with respect thereto.

Section 5. Beneficiaries of Agreement. Lender, Building Owner and Investor hereby agree and acknowledge that the obligations, restrictions, waivers, consents and promises contained in this Agreement are specifically intended to benefit CDE Lender and ACE and each of Lender, Building Owner and Investor acknowledges that each shall have the right to enforce the same against the parties hereto. CDE Lender hereby agrees and acknowledges that certain obligations, restrictions, waivers, consents and promises contained in this Agreement are specifically intended to benefit the Building

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Owner, Lender, and Investor and CDE Lender acknowledges that each shall have the right to enforce the same against the parties hereto.

Section 6. Successors and Assigns. This Agreement and each and every covenant, agreement and other provisions hereof shall run with the land and be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every holder of an interest in the Rooftop Lease and/or PPA and shall inure to the benefit of each party's successors, assigns, nominees, or purchasers.

Section 7. Choice of Law. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Illinois (excluding its choice-of-law principles).

Section 8. Captions and Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

Section 9. Execution in Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

Section 10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 11. Amendments. No provision of this Agreement may be amended, changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

Section 12. Notices. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the addresses listed on Exhibit C attached herein, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (a) the date of actual receipt, (b) three (3) business days after the date of mailing by registered or certified mail, (c) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (d) the date of personal delivery (or refusal upon presentation for delivery).

Section 13. VENUE AND WAIVER OF JURY TRIAL. BUILDING OWNER, INVESTOR AND LENDER EACH BY THEIR ACCEPTANCE HEREOF, AND UNCONDITIONALLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOISS. FURTHERMORE, BUILDING OWNER, INVESTOR AND LENDER EACH BY THEIR ACCEPTANCE HEREOF, AND UNCONDITIONALLY, KNOWINGLY,

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VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

BUILDING OWNER:

**GATEWAY APARTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership
By: Hispanic Gateway Corporation, an Illinois corporation, its general partner**

By *Hipolito Roldan*
Name: Hipolito Roldan
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

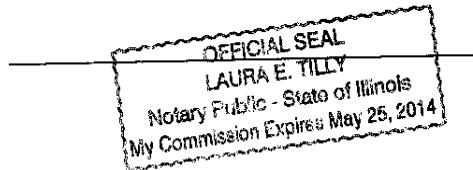
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, in his capacity as the President of Hispanic Gateway Corporation, the General Partner of Gateway Apartments Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Sept., 2013

Laura E. Tilly
(signature)

Laura E. Tilly
(printed name) Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

INVESTOR:

RBC TAX CREDIT MANAGER II, INC.

By *Lorraine Coram*
Name Lorraine Coram
Title Director of Asset Management

STATE OF North Carolina)
) SS.
COUNTY OF Mecklenburg)

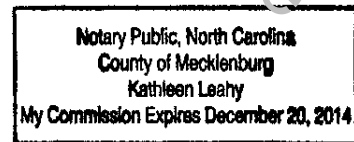
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lorraine Coram, in his/her capacity as the Director of RBC TAX CREDIT MANAGER II, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of July, 2013.

Kathleen Leahy
(signature)
Kathleen Leahy
(printed name) Notary Public

My Commission Expires:

December 20, 2014



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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

MB:

MB FINANCIAL BANK, N.A.

By Bernard T. Bartilad
Name _____
Title Bernard T. Bartilad
Senior Vice President
MB Financial Bank

STATE OF ILLINOIS

) SS.

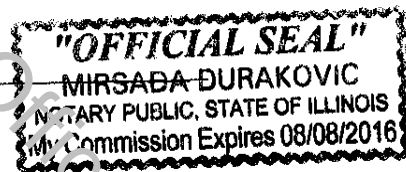
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard Bartilad, in his/her capacity as the SVP of the MB Financial Bank, N.A., a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of April, 2013.

Mirsada Durakovic
(signature)

Mirsada Durakovic
(printed name) Notary Public



My Commission Expires:

8-8-2016

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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

CITY:

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Housing and Economic Development

By _____
Name: Andrew J. Mooney
Title: Commissioner

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, in his capacity as the Commissioner of the Department of Housing and Economic Development of the City of Chicago, a municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of April, 2013.

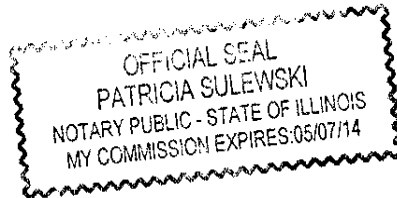
Patricia Sulewski

(signature)

PATRICIA SULEWSKI

(printed name) Notary Public

My Commission Expires:
5/7/14

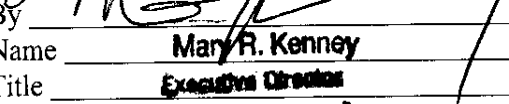


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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

IHDA:

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

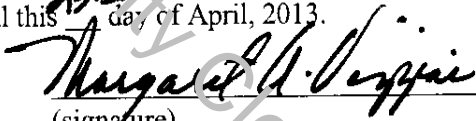
By 
Name Mary R. Kenney
Title Executive Director

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary R. Kenney, in his/her capacity as the Executive Director of the Illinois Housing Development Authority, a body politic and corporate of the State of Illinois, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of April, 2013.




(signature)
MARGARET A. VIZZINI
(printed name) Notary Public

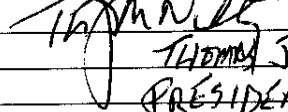
My Commission Expires:
11/19/16

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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

CITY TRUST FUND:

CITY OF CHICAGO LOW INCOME HOUSING TRUST FUND

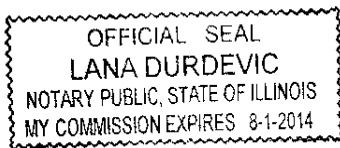
By 
 Name THOMAS J MCNULTY
 Title PRESIDENT

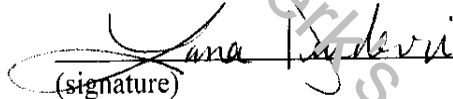
Property of COOK COUNTY CLERK'S OFFICE

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. McNulty in his/her capacity as the President of the City of Chicago Low Income Housing Trust Fund, a ~~corporation~~ ^{limited liability not-for-profit} who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of April, 2013.




 (signature)

Lana Durdevic
 (printed name) Notary Public

My Commission Expires:

8/1/2014

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IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

ACE:

AFFORDABLE COMMUNITY ENERGY I, LLC

By: Affordable Community Energy, Inc.,
its managing member

By *Hipolito Roldan*
Name: Hipolito Roldan
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

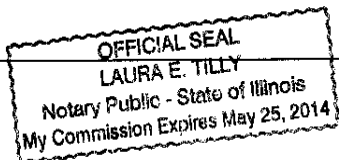
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, in his capacity as the President of Affordable Community Energy, Inc., an Illinois corporation, the Managing Member of Affordable Community Energy I, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of Sept., 2013.

Laura E. Tilly
(signature)

Laura E. Tilly
(printed name) Notary Public

My Commission Expires:



UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Non-Disturbance Agreement to be duly executed as of the date first above written.

CDE LENDER:

CDF SUBALLOCATEE XIX, LLC

By: Chicago Development Fund, its managing member

By [Signature]
Name _____
Title President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
ANDREW MOONEY

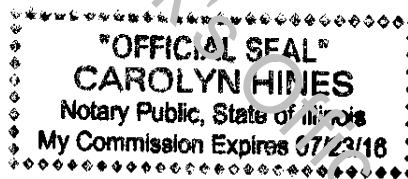
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] in his/her capacity as the PRESIDENT of the Managing Member of CDF Suballocatee XIX, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of MAY, 2013.

[Signature]
(signature)

Carolyn Hines
(printed name) Notary Public

My Commission Expires:
7/23/16



UNOFFICIAL COPY

EXHIBIT A

PROPERTY DESCRIPTION

THAT PART OF LOT 9 IN URE'S SUBDIVISION AND PART OF THE 60-FOOT RIGHT OF WAY LINE OF NORTH HERMITAGE AVENUE, ALL BEING IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH ROGERS AVENUE AND THE EAST RIGHT OF WAY LINE OF NORTH HERMITAGE AVENUE; THENCE NORTH 00 DEGREE, 01 MINUTES, 05 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF NORTH HERMITAGE AVENUE, A DISTANCE OF 125.75 FEET, THENCE NORTH 89 DEGREES, 32 MINUTES, 38 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 05 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH HERMITAGE AVENUE, A DISTANCE OF 125.45 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST, A DISTANCE OF 177.92 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE PROPOSED RIGHT OF WAY OF NORTH PAULINA STREET, A DISTANCE OF 175.44 FEET; THENCE SOUTH 57 DEGREES, 07 MINUTES, 58 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF NORTH ROGERS AVENUE A DISTANCE OF 140.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.(s): 11-30-404-004-0000
11-30-404-005-0000

Cook County Clerk's Office

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EXHIBIT B

EQUIPMENT DESCRIPTION

Sneider Apartments	Solar PV	27 kW rated Photovoltaic Electric production system.
7450 N. Rogers Ave Chicago, IL 60626	Lighting	Retrofit Exit signs with LED, Install Occupancy Sensors, Retrofit T12 light with T8 in laundry room and stairwells
	HVAC	Install VFD on hydronic heating system. Install programmable thermostats.
	CHP	Install a 4.7 kW DC rated combined heat and power unit

Property of Cook County Clerk's Office

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EXHIBIT C

NOTICE ADDRESSES

Building Owner:

Gateway Apartments Limited Partnership
325 N. Wells, 8th Floor
Chicago, IL 60654
Attention: Hipolito Roldan
Phone: (312) 602-6500
Facsimile: (312) 602-6530

MB:

MB FINANCIAL BANK, N.A.
800 W. Madison St., 3rd. Flr.
Chicago, IL 60607
Attention: Bernard Bartilad, Commercial Lending

City:

Commissioner
City of Chicago Department of Housing and Economic Development
121 N. LaSalle Street, 10th Floor
Chicago, IL 60602
Attention: Commissioner

With a copy to:

Corporation Counsel
City of Chicago Department of Law
121 N. LaSalle Street, Suite 600
Chicago, IL 60602

IHDA:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
401 N. Michigan, Suite 700
Chicago, IL 60611
Attention: Executive Director

City Trust Fund:

CHICAGO LOW INCOME HOUSING TRUST FUND
c/o City of Chicago Department of Housing and Economic Development
City Hall—Room 1006
121 N. LaSalle Street,
Chicago, IL 60602
Attention: Executive Director

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Investor:

RBC TAX CREDIT MANAGER II, INC.
600 Superior Avenue, Suite 2300
Cleveland, OH 44114
Attention:

CDE Lender:

CDF Suballocate XIX, LLC
c/o Tony Q. Smith
Practice Leader/Executive Vice President
S. B. Friedman Development Advisors
221 North LaSalle Street | Suite 820
Chicago, Illinois 60601-1302
Direct: (312) 424-4254
Fax: (312) 424-4262

**If any Notice is provided to CDE Lender
Notice shall also be provided to:**

PNC New Markets Investment Partners, LLC
c/o PNC Center
20 Stanwix Street, Third Floor
Mailstop P4-P509-03-1
Pittsburgh, Pennsylvania 15222
Attention: Lisa Samarin, Vice President
Facsimile: (412) 644-7664

ACE:

Ace Community Energy I, LLC
c/o Hipolito Roldan
President
Affordable Community Energy, Inc.
325 N. Wells – Suite 800
Chicago, IL 60654
Phone: (312) 602-6500
Fax: (312) 602-6530

PROPERTY OF COOK COUNTY CLERK'S OFFICE