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Karen A. Yarbrough

Cook County Recorder of Deeds

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

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

CONTINENTAL PLAZA 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 **CONTINENTAL PLAZA PRESERVATION II, L.P.**, an Illinois limited partnership ("Building Owner"), **WELLS FARGO BANK, N.A.**, a national banking association ("Bank"), and **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** ("HUD"), **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not for profit corporation ("HHDC") and together with Bank and HUD, collectively ("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"). [NOTE: Alliant's consent is provided in the Third Amendment.]

RECITALS

WHEREAS, the Building Owner is the owner of certain real property and the existing buildings thereon located at 1359 W. 76th Street in Chicago, Illinois and commonly known as the Continental Plaza Apartments (the "Building") as more specifically described on the attached Exhibit A and incorporated herein by reference (collectively, the "Premises"); and

WHEREAS, Building Owner is governed by that certain Amended and Restated Limited Partnership Agreement of Building Owner dated April 26, 2007, as amended (the "Partnership Agreement"); and

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

WHEREAS, the Bank has made a loan to the Building Owner pursuant to that certain Promissory Note and related loan and security documents ("Bank Loan Documents"), by and among Bank and Building Owner dated July 15, 2010, and Bank has taken a lien or security interest against the Premises to secure such loans; and

WHEREAS, HUD has agreed to insure the loan which is the subject of the Bank Loan Documents, and has certain approval rights under its Regulatory Agreement with the Owner dated as of July 15, 2010 (the "HUD Regulatory Agreement"); and

WHEREAS, HHDC is the holder of a Promissory Note and related loan and security documents ("Loan Documents"), by and among HHDC and Building Owner dated June 28, 2004, and HHDC holds a lien or security interest against the Premises; and

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

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

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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, collectively, 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 and Lender with respect to certain aspects of the Rooftop Lease and the Security Agreements as detailed in this Agreement; and

WHEREAS, the parties hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth; and

WHEREAS, the installation and operating of the Equipment within the Building is expected to be beneficial to the Building Owner 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, 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, all terms and conditions set forth in the Rooftop Lease, the leasehold interests and estates created thereby, and all the priorities, rights, privileges and powers of Lessee and Lessor there under shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the mortgage held by Lender, all terms and conditions contained therein, any renewals,

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extensions, modifications or replacements thereof, and the rights, privileges and powers of the trustee and the Lender there under, and shall hereafter be junior and inferior to the lien and charge of Lender's mortgage.

(c) The Rooftop Lease and PPA and installation and operation of the Equipment will not adversely affect the use of the Premises as an affordable housing development containing 292 residential units.

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

(e) ACE hereby certifies to Lender that the Rooftop Lease as previously submitted to Lender has not been further amended.

(f) It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Rooftop Lease relating to the subordination of the Rooftop Lease and the leasehold interests and estates created thereby, to the lien or charge of Lender's Mortgage.

(g) ACE hereby agrees that it will not exercise any right granted it under the Rooftop Lease or which it might otherwise have under applicable law, to terminate the Rooftop Lease on account of a default of Building Owner there under or the occurrence of any other event without first giving to Lender, prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based. Thereafter, ACE shall not take any action to terminate the Lease if Lender (a) within thirty (30) days after service of such written notice on Lender by ACE of its intention to terminate the Rooftop Lease, shall cure such default or event if the same can be cured by the payment or expenditure of money, or (b) shall diligently take action to obtain possession of the leased premises (including possession by receiver) and to cure such default or event in the case of a default or event which cannot be cured unless and until Lender has obtained possession, but in no event to exceed ninety (90) days after service of such written notice on Lender by ACE of its intention to terminate.

(h) For the purposes of facilitating Lender's rights hereunder, Lender shall have, and for such purposes is hereby granted by ACE, the right to enter upon the Property and the Improvements thereon for the purposes of affecting any such cure.

(i) ACE hereby agrees to give to Lender concurrently with the giving of any notice of default under the Rooftop Lease, a copy of such notice by mailing the same to Lender in the manner set forth herein below, and no such notice given to Building Owner which is not at or about the same time also given to Lender shall be valid or effective against Lender for any purposes.

(j) Subordination of Rooftop Lease to Mortgage and Regulatory Agreements and Regulation by the U.S. Department of Housing and Urban Development ("HUD").

(1) The Rooftop Lease and all estates, rights, options, liens and charges therein contained or created under the Rooftop Lease are and shall be subject and subordinate to the lien or interest of (i) the Mortgage on the Building Owner's interest in the Property in favor of Lender, its successors and assigns insofar as it affects the real and personal property comprising the Property (and not otherwise

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owned, leased or licensed by ACE), or located thereon or therein, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made there under, to the full extent of amounts secured thereby and interest thereon, and (ii) that certain Regulatory Agreement for Multifamily Housing Projects between Building Owner and HUD which is recorded against the Property.

(2) The parties to the Rooftop Lease agree to execute and deliver to Lender and/or HUD such other instrument or instruments as the Lender and/or HUD, or their respective successors or assigns, shall reasonably request from time to time to reconfirm the status of the lease and to effect and/or confirm the subordination of the Rooftop Lease to the lien of the Mortgage and the above-described Regulatory Agreement. To the extent that any provision of the Rooftop Lease shall be in conflict with the HUD Program Obligations (as such term is defined below), the HUD Program Obligations shall be controlling.

(3) In the event HUD, at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Building Owner under the Lease by reason of any foreclosure, or by any other manner, it is agreed as follows:

(i) HUD can terminate the Rooftop Lease for any violation of the Rooftop Lease by ACE that is not cured within any applicable notice and cure period given in the Rooftop Lease.

(ii) As used in this Agreement "HUD Program Obligations" shall mean all applicable statutes and regulations, including all amendments to such statutes and regulations, as they become effective, and all applicable requirements in HUD Handbooks, Notices and Mortgagee Letters that apply to the Property, including all updates and changes to such Handbooks, Notices and Mortgagee Letters that apply to the Property, except that changes subject to notice and comment rulemaking shall be effective upon completion of the rulemaking process.

(4) To the extent there is any inconsistency between the terms of this Agreement, and the Rooftop Lease, the terms of this Agreement shall be controlling.

(k) In the event Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Building Owner under the Rooftop Lease by reason of any foreclosure of the Mortgage or the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:

(1) ACE and/or CDE Lender if it succeeds to the interest of ACE under the Rooftop Lease and/or PPA, shall be bound to Lender or such other purchaser under all of the terms, covenants and conditions of the Rooftop Lease for the remaining balance of the term thereof, with the same force and effect as if Lender or such other purchaser were the lessor under such Rooftop Lease, and ACE and/or CDE Lender does hereby agree to attorn to Lender or such other purchaser as its lessor, such attornment to be effective and self-operative without the

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execution of any further instruments on the part of any of the parties to this Agreement, immediately upon Lender or such other purchaser succeeding to the interest of ACE under the Rooftop Lease.

(2) Subject to the observance and performance by ACE of all of the terms, covenants and conditions of the Rooftop Lease on the part of ACE to be observed and performed, Lender or such other purchaser shall recognize the leasehold estate of ACE under all of the terms, covenants and conditions of the Rooftop Lease for the remaining balance of the term (as the same may be extended in accordance with the provisions of the Lease) with the same force and effect as if Lender or such other purchaser were the lessor under the Lease and the Lease shall remain in full force and effect and shall not be terminated, except in accordance with the terms of the Lease or this Agreement; provided, however, that Lender or such other purchaser shall not be (i) liable for any act or omission of Building Owner or any other prior lessor; (ii) obligated to cure any defaults of Building Owner or any other prior lessor under the Rooftop Lease which occurred prior to the time that Lender or such other purchaser succeeded to the interest of Building Owner or any other prior lessor under the Rooftop Lease; (iii) subject to any offsets or defenses which ACE may be entitled to assert against Building Owner or any other prior lessor; (iv) bound by any payment of rent or additional rent by ACE to Building Owner or any other prior lessor for more than one (1) month in advance; (v) bound by any amendment or modification of the Rooftop Lease made without the written consent of Lender or such other purchaser; or (vi) liable or responsible for or with respect to the retention, application and/or return to ACE of any security deposit paid to Building Owner or any other prior landlord, whether or not still held by Building Owner, unless and until Lender or such other purchaser has actually received for its own account as lessor the full amount of such security deposit.

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 hereby certifies to Lender that the Rooftop Lease as previously submitted to Lender has not been further amended.

(c) 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.

(d) 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.

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(e) 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.

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 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 is not cured within thirty (30) days after CDE Lender takes control of the Premises. 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, but in no event longer than sixty (60) days. Notwithstanding anything to the contrary contained herein, the Building Owner shall have the right to immediately terminate the Rooftop Lease and the PPA without any cure period if, in the reasonable, good faith judgment of the Building Owner or the Building Owner's limited partner, such default were to continue it would (i) cause a recapture or future loss of the tax credits allocated to the Building Owner under Section 42 of the Internal Revenue Code, or (ii) impact the value of the Building Owner's property (provided such impact shall be substantiated by a broker or third-party appraisal and provided to CDE Lender prior to termination).

Notwithstanding anything to the contrary contained herein, CDE Lender agrees that in the event the interests of ACE are transferred to and/or owned by the CDE Lender or its designee, that the CDE Lender will either (i) terminate the Rooftop Lease or the PPA in accordance with the terms of such agreements, (ii) designate a company with at least three (3) years of experience operating facilities substantially similar to those reflected in the PPA and the Rooftop Lease to assume ACE's obligations on its behalf, or (iii) designate any other entity or person to assume ACE's obligations on its behalf subject to the consent of the Building Owner and its limited partners;

(f) For the purposes of facilitating Lender's rights hereunder, Lender shall have, and for such purposes is hereby granted by Building Owner, the same right as ACE to enter upon the Property and the Improvements thereon pursuant to the PPA and the Rooftop Lease for the purposes of affecting any such cure.

(g) Subordination of Rooftop Lease to Mortgage and Regulatory Agreements and Regulation by the U.S. Department of Housing and Urban Development ("HUD").

(1) The Rooftop Lease and all estates, rights, options, liens and charges therein contained or created under the Rooftop Lease are and shall be subject and subordinate to the lien or interest of (i) the Mortgage on the Building Owner's interest in the Property in favor of Lender, its successors and assigns insofar as it affects the real and personal property comprising the Property (and not otherwise owned, leased or licensed

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by ACE), or located thereon or therein, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made there under, to the full extent of amounts secured thereby and interest thereon, and (ii) that certain Regulatory Agreement for Multifamily Housing Projects between Building Owner and HUD which is recorded against the Property.

(2) The parties to the Rooftop Lease agree to execute and deliver to Lender and/or HUD such other instrument or instruments as the Lender and/or HUD, or their respective successors or assigns, shall reasonably request from time to time to reconfirm the status of the lease and to effect and/or confirm the subordination of the Rooftop Lease to the lien of the Mortgage and the above-described Regulatory Agreement. To the extent that any provision of the Rooftop Lease shall be in conflict with the HUD Program Obligations (as such term is defined below), the HUD Program Obligations shall be controlling (provided Lender hereby agrees that nothing in the HUD Program Obligations limits or prevents Lender from making the agreements and promises herein).

(3) In the event HUD, at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Building Owner under the Lease by reason of any foreclosure, or by any other manner, it is agreed as follows:

(i) HUD can terminate the Rooftop Lease for any violation of the Rooftop Lease by ACE that is not cured within any applicable notice and cure period given in the Rooftop Lease.

(ii) As used in this Agreement "HUD Program Obligations" shall mean all applicable statutes and regulations, including all amendments to such statutes and regulations, as they become effective, and all applicable requirements in HUD Handbooks, Notices and Mortgagee Letters that apply to the Property, including all updates and changes to such Handbooks, Notices and Mortgagee Letters that apply to the Property, except that changes subject to notice and comment rulemaking shall be effective upon completion of the rulemaking process.

(4) To the extent there is any inconsistency between the terms of this Agreement, and the Rooftop Lease, the terms of this Agreement shall be controlling.

Section 3. *Intentionally Omitted.*

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:

(a) Lender consents to the Building Owner entering into the Rooftop Lease and PPA. Provided, however, that the consent of the Lender 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 the responsibility of ACE.

(b) HUD consents to the Building Owner utilizing Replacement Reserves in the amount of \$162,000 in connection with the acquisition and installation of the Equipment, and Wells Fargo agrees to release the necessary funds to the Building Owner, provided that HUD shall have executed a Form HUD-9250 approving the release.

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(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 a party under the PPA, shall be transferred to and owned by Lender, its nominee's or 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 and a party to the PPA and Lender agrees further that it shall not disturb ACE's, its nominee or assignee or such purchaser, 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 or assignee or such 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.

(g) The parties confirm that the rights of the Building Owner under the Rooftop Lease and PPA are collaterally assigned to Wells Fargo under the Bank Loan Documents.

Section 5. Beneficiaries of Agreement. Lender and Building Owner 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 and Building Owner 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 Owner, Lender, 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.

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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 hereto, 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 (or 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, 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, AND LENDER EACH BY THEIR ACCEPTANCE HEREOF, AND UNCONDITIONALLY, KNOWINGLY, 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.

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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.

LENDER:

* **WELLS FARGO BANK, N.A.**

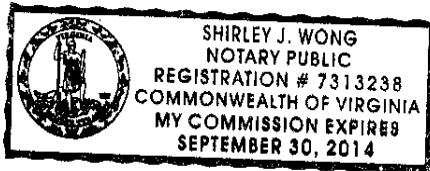
* Mortgage approval is subject to HUD's written approval of this transaction.

By *Martha J. Johnson*
Name *Martha J. Johnson*
Title *Vice President*

Commonwealth
STATE OF Virginia)
COUNTY OF Fairfax) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Martha J. Johnson, in his/her capacity as the Vice President of Wells Fargo Bank, N.A., a national banking association, 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 4th day of May, 2013.



Shirley J. Wong
(signature)
Shirley J. Wong
(printed name) Notary Public

My Commission Expires:

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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.

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By Debbie Gray
Name Debbie Gray
Title Director, Project Management

STATE OF

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DEBBIE GRAY, in his/her capacity as the Director, Project Management of the U.S. Department of Housing and Urban Development, 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 3rd day of July, 2013.

Deborah Monroe
(signature)

DEBORAH MONROE
(printed name) Notary Public

My Commission Expires:

3/7/2017



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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

Property of Cook County Clerk's Office

STATE OF ILLINOIS

COUNTY OF COOK

) SS.
)

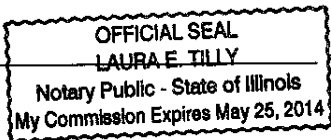
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, in his capacity as the President of Affordable Community Energy, Inc., an Illinois corporation, the Managing Member of Affordable Community Energy I, LLC, an Illinois limited liability 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:



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EXHIBIT A

PROPERTY DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL A: BEGINNING AT A POINT 33 FEET NORTH OF AND 33 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 29, TOWNSHIP 38 NORTH, RANGE 14; THENCE NORTHERLY ALONG A LINE PARALLEL WITH AND 33 FEET EAST OF SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, A DISTANCE OF 410.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, A DISTANCE OF 629.89 FEET, THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND 662.89 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, TO A POINT ON THE NORTH LINE OF WEST 76TH STREET, AS OPENED BY CONDEMNATION; THENCE WESTERLY ALONG THE NORTH LINE OF WEST 76TH STREET, PER DOCUMENT NO. 12300011, TO THE POINT OF BEGINNING.

PARCEL B: BEGINNING AT A POINT 33 FEET SOUTH AND 33 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 29, TOWNSHIP 38 NORTH, RANGE 14; THENCE EASTERLY ALONG THE SOUTH LINE OF WEST 76TH STREET, PER DOCUMENT NO. 12300011, TO A POINT 663.39 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND 663.39 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, A DISTANCE OF 335.80 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF SOUTH LOOMIS BOULEVARD; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTH LOOMIS BOULEVARD TO THE POINT OF BEGINNING.

P.I.N.(s): 20-29-303-016-0000
20-29-307-002-0000

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EXHIBIT B

EQUIPMENT DESCRIPTION

Continental Plaza 1330 W 76th S, Chicago, IL 60620	Solar PV	186 kW rated Photovoltaic Electric production system.
	Lighting	<ul style="list-style-type: none"> • Retrofit 63 Exit signs with LED, • Install Occupancy Sensors, • Retrofit 265 T12 fixtures with F32T8 lamp and ballast, • Replace 24 1000W HID fixtures with 400W MH units, • Replace 22 400W HID fixtures with 250 MH, • Install 2 new 26W LED wallmount fixtures. <p>• VERIFY OUTDOOR SCOPE</p>
	Weatherization	Complete air-sealing and Attic Insulation in 5 of 6 buildings, Weatherize exterior doors, Weatherize older windows, Insulate hot water piping
	HVAC	Replace existing poor condition all electric roof-top make-up air units with Natural Gas fired High efficiency units
	HVAC	Replace existing poor condition air condition unit with 136 16 Seer high efficiency units
	Appliances	Replace refrigerators with Energystar units
	CHP	Install a 4.7 kW DC rated combined heat and power unit

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EXHIBIT C

NOTICE ADDRESSES

Building Owner:

Continental Plaza Preservation II, L.P.
325 N. Wells, 8th Floor
Chicago, IL 60654
Attention: Hipolito Roldan
Phone: (312) 602-6500
Facsimile: (312) 602-6530

with a copy to:

Alliant Tax Credit Fund 47, Ltd.,
c/o Alliant Capital, Ltd.
340 Royal Poinciana Way, Suite 305
Palm Beach, Florida 33480
Attention: Brian Goldberg
Telephone: (561) 833-5795
Telecopy: (561) 833-3694

with a copy to:

c/o Alliant Asset Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attention: Anthony G. Palaigos, Esq.
Telephone: (818) 668-6800
Telecopy: (818) 668-2828

and

Alliant Tax Credit 47, LLC
c/o Alliant Capital, Ltd.
340 Royal Poinciana Way, Suite 305
Palm Beach, Florida 33480
Attention: Brian Goldberg
Telephone: (561) 833-5795
Telecopy: (561) 833-3694

Bank:

Wells Fargo Bank, N.A.
2010 Corporate Ridge Road, Suite 1000
McLean, VA 22102
Attention: FHA Loan Servicing Department
Phone: 703-760-4700
Facsimile: 877-784-5354

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HUD

U.S. Department of Housing and Urban Development
Ralph H. Metcalf Federal Building
Attention: Director, Chicago Multifamily HUB
77 W. Jackson Blvd., 23rd Floor
Chicago, IL 60604
Phone: (312) 913-8152
Fax: (312) 353-1690

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CDE Lender:

CDF Suballocatee 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:

Affordable 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

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