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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2015 03:16 PM Pg: 1 of 12

This instrument was prepared by and after recording return to:

Paul Davis, Esq.
Applegate & Thorne-Thomsen, P.C.
626 West Jackson
Suite 400
Chicago, Illinois 60661

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Above space for Recorder's Use Only

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

This Purchase Option and Right of First Refusal Agreement ("Purchase Agreement"), is made as of the 1st day of June, 2015, by and between New Sterling Park LLC, an Illinois limited liability company (the "Company"), Mercy Housing Lakefront, an Illinois nonprofit corporation ("Grantee"), and New Sterling Park MM LLC, an Illinois limited liability company (the "Managing Member"), and is consented to herein below by RBC Tax Credit Equity, LLC, an Illinois limited liability company (the "Consenting Investor Member").

Whereas, the Managing Member and one or more other parties, concurrently with the execution and delivery of this Purchase Agreement, are entering into that certain Amended and Restated Operating Agreement dated as of the date hereof (the "Agreement") continuing the Company by amending and restating a prior agreement; and

Whereas, the Managing Member is partially owned and controlled by Grantee; and

Whereas, Grantee and the Managing Member has been instrumental in the development of the Project, as described in the Agreement, and will act as guarantor of the obligations of the Managing Member in the continuation of the Company for the further development of the Project; and

Whereas, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special

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Covenant") pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the "Use Restrictions"); and

Whereas, Grantee and the Managing Member desire to provide for the continuation of the Project as low-income housing upon termination of the Company by Grantee purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

Whereas, as a condition precedent to the formation or continuation of the Company pursuant to the Agreement, Grantee and the Managing Member have negotiated and required that the Company shall execute and deliver this Purchase Agreement in order to provide for such low-income housing, and the Consenting Investor Member has consented to this Purchase Agreement in order to induce the Managing Member to execute and deliver the Purchase Agreement and to induce Grantee to guarantee the Managing Member's obligations thereunder;

Now, therefore, in consideration of the execution and delivery of the Agreement and the payment by the Grantee to the Company of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Company hereby grants to the Managing Member an option (the "Option") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Company at the time of purchase (the "Property"), after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Project (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof. The Regulatory Agreement containing the Use Restrictions to which the Project real estate will remain subject under Section 9 hereof is described in Exhibit B attached hereto and made a part hereof.

2. **Grant of Refusal Right.** In the event that the Company receives a bona fide offer to purchase the Project, which offer the Company intends to accept, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") after the close of the Compliance Period, on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Purchase Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 10 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, and (b) any assignment of the Refusal Right permitted under this Purchase Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and

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sale has been closed, a Permitted Assignee described in Section 10 hereof meeting the requirements of Section 42(i)(7)(A) of the Code as determined in its judgment by tax counsel to the Consenting Investor Member. Prior to accepting any such bona fide offer to purchase the Property, the Company shall notify Grantee, the Managing Member, and the Consenting Investor Member of such offer and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. Purchase Price Under Option. The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

a. Debt and Taxes. An amount sufficient (i) to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, and (ii) to distribute to the Members, after payments under Section 11.04(a) through (g) of the Agreement, cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Option, all as more fully stated in Section 11.04 of the Agreement, which is hereby incorporated herein by reference; or

b. Fair Market Value. The fair market value of the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser, selected by the Company's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located;

provided, however, that if prior to exercise of the Option the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Company, the applicability of which ruling shall be determined in its judgment by tax counsel to the Consenting Investor Member, or tax counsel to the Consenting Investor Member has issued an opinion letter concluding that property of the nature and use of the Property may be sold under circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to the Consenting Investor Member, then the Option price shall be such price.

4. Purchase Price Under Refusal Right. The purchase price for the Property pursuant to the Refusal Right shall be equal to the sum of (a) an amount sufficient to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right, and (b) an amount sufficient to distribute to the Members, after payments under Section 11.04(a) through (g) of the Agreement, cash proceeds equal (on an after-Federal income tax basis) to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Refusal Right, all as more fully stated in Section 11.04 of the Agreement, which is hereby incorporated herein by reference.

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5. **Conditions Precedent.** Notwithstanding anything in this Purchase Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on the following:

a. **Managing Member.** At the time any rights hereunder are exercised, the Managing Member shall be in good standing as Managing Member of the Company without the occurrence of any event of default under the Agreement; and

b. **Regulatory Agreement.** Either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, and those Use Restrictions to be contained therein, as heretofore approved in writing by the Consenting Investor Member, shall have remained unmodified without its prior written consent, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under Paragraph 10 hereof.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating the Managing Member as Managing Member of the Company under the Agreement or affecting the Regulatory Agreement as described in this Section 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. **Exercise of Option or Refusal Right; Alternative Option to Managing Member.** The Option may be exercised by the Managing Member and the Refusal Right may be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Option or the Refusal Right, as applicable, to the Company and each of its members in the manner provided in the Agreement and in compliance with the requirements of this Section 6, and (b) complying with the contract and closing requirements of Section 8 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within one hundred eighty (180) days after Grantee has received the Company's notice of a bona fide offer pursuant to Section 2 hereof. In either case, the notice of intent shall specify a closing date within one hundred eighty (180) days of the date of exercise. If the foregoing requirements (including those of Section 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Since the Option and the Refusal Right are held by different parties, the Managing Member and Grantee may specify (in writing) any other order of priority consistent with the other terms and conditions of this Purchase Agreement (the parties agree to send the Special Investor Member a copy of such written agreement in a timely manner and at the address set forth in 16.09(a) of the Agreement).

7. **Determination of Price.** Upon notice by the Managing Member or Grantee of its intent to exercise the Option or the Refusal Right, as applicable, the Company and Managing Member or Grantee, as applicable, shall exercise best efforts in good faith to agree on the purchase price for the Property. Any such agreement shall be subject to the prior written consent of the Consenting Investor Member, which shall not be withheld as to any purchase price determined properly in accordance with this Purchase Agreement.

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8. **Contract and Closing.** Upon determination of the purchase price, the Company and Grantee (or the Managing Member with respect to the Option) shall enter into a written contract for the purchase and sale of the Property in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in Grantee's notice of intent to exercise of the Refusal Right, or the Managing Member's notice of intent to exercise the Option, as applicable, or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such contract, this Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

9. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee and the Managing Member hereby agree that the deed of the Project to Grantee or the Managing Member, as applicable, shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory Agreement, as approved in writing by the Consenting Investor Member and unmodified without its prior written consent. Such deed covenant shall contain a reverter clause, enforceable by the Consenting Investor Member, its successors and assigns, in the event of material violation of such Use Restrictions. Such deed covenant shall include a provision requiring Grantee to pay any and all costs, including attorneys' fees, incurred by the Investor Member or any other holder of such reverter rights in enforcing or attempting to enforce the Use Restrictions or such reverter rights, and to pay any and all damages incurred by the Consenting Investor Member from any delay in or lack of enforceability of the same. All reverter provisions contained in such deed and in this Purchase Agreement shall be subject and subordinate to any third-party liens encumbering the Project.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Consenting Investor Member, the applicability of which ruling shall be determined by counsel to the Consenting Investor Member in its sole judgment, then as a condition of the Option and the Refusal Right, the deed to Grantee or the Managing Member, as applicable, shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Agreement with reference to the low-income housing tax credit (notwithstanding any future discontinuation of such credit or modification of federal requirements therefor), except insofar as more stringent use requirements are imposed by the Regulatory Agreement as approved by the Consenting Investor Member and unmodified without its prior written consent. The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant may state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall

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run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than Grantee, the Managing Member or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force or effect.

10. Assignment. Grantee or the Managing Member may assign all or any of its rights under this Purchase Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, in any case subject to the prior written consent of the Consenting Investor Member, which shall not be unreasonably withheld if the proposed grantee demonstrates that it is reputable and creditworthy and is a capable, experienced owner and operator of residential rental property, and subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company, the Managing Member, and the Consenting Investor Member. Upon any permitted assignment hereunder, references in this Purchase Agreement to Grantee or the Managing Member, as applicable, shall mean the permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Purchase Agreement and so assigned. No assignment of Grantee's or the Managing Member's rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's or Managing Member's obligations under this Purchase Agreement and copies of such written agreement are delivered to the company, the Managing Member, and the Consenting Investor Member. Except as specifically permitted herein, Grantee's or the Managing Member's rights hereunder shall not be assignable.

11. Alternative Purchase of Membership Interests. Notwithstanding the foregoing, the Managing Member may, at its election, in lieu of a direct acquisition of the Project pursuant to the Option, acquire the membership interests (but not less than all of such interests) of the Consenting Investor Member and Special Investor Member in the Company for a purchase price to each of them be equal to the fair market value of their interests which shall be determined by an appraisal to be made in accordance with the procedures described in Section 3 above.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

(continued on next page)

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In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

Company:

NEW STERLING PARK LLC,
an Illinois limited liability company

BY: New Sterling Park MM LLC
Its: Managing Member

BY: Mercy Sterling NFP
Its: Managing Member

BY: 
Name: Mark A. Angelini
Title: President

STATE OF Illinois)
COUNTY OF Cook)

I, Cheryl Rowe, a Notary Public in and for said County in the State
aforementioned, do hereby certify that Mark A. Angelini, President of Mercy Sterling NFP, an Illinois
nonprofit corporation, managing member of New Sterling Park MM LLC, an Illinois limited liability
company, managing member of New Sterling Park LLC, an Illinois limited liability company, personally
known to me to be the same person whose name is subscribed to the foregoing instrument as such officer,
appeared before me this day in person and acknowledged that he signed and delivered such instrument as
his own free and voluntary act, and as the free and voluntary act of the company known as Mercy Sterling
NFP, an Illinois nonprofit corporation, on behalf of which said corporation has executed the foregoing
instrument as a President, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June 29, 2015.


Notary Public

My Commission Expires: 3-30-2016

[SEAL]

Sterling Park Apartments
Purchase Option and Right of First Refusal
Signature/Notary Page



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In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

Grantee:

MERCY HOUSING LAKEFRONT,
an Illinois nonprofit corporation

BY: [Signature]
Name: Mark A. Angelini
Title: President

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STATE OF Illinois)
COUNTY OF Cook)

I, Cheryl Rowe, a Notary Public in and for said County in the State
aforementioned, do hereby certify that Mark A. Angelini, President of Mercy Housing Lakefront, an
Illinois nonprofit corporation, personally known to me to be the same person whose name is subscribed to
the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he
signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act
of Mercy Housing Lakefront, an Illinois nonprofit corporation, on behalf of which said corporation has
executed the foregoing instrument as a President, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June 29, 2015.

[Signature]
Notary Public

My Commission Expires: 3-30-2016



Sterling Park Apartments
Purchase Option and Right of First Refusal
Signature/Notary Page


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In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

Company:

New Sterling Park MM LLC,
an Illinois limited liability company

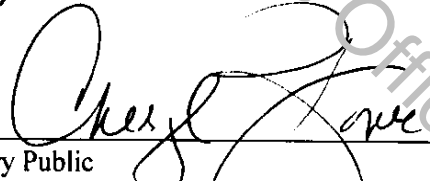
BY: Mercy Sterling NFP
Its: Managing Member

BY: 
Name: Mark A. Angelini
Title: President

STATE OF Illinois)
COUNTY OF Cook)

I, Cheryl Rowe, a Notary Public in and for said County in the State
aforementioned, do hereby certify that Mark A. Angelini, President of Mercy Sterling NFP, an Illinois
nonprofit corporation, managing member of New Sterling Park MM LLC, an Illinois limited liability
company, personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such officer, appeared before me this day in person and acknowledged that he signed and
delivered such instrument as his own free and voluntary act and as the free and voluntary act of the
company known as Mercy Sterling NFP, an Illinois nonprofit corporation, on behalf of which said
corporation has executed the foregoing instrument as a President, all for the uses and purposes set forth
therein.

Given under my hand and notarial seal on June 29, 2015.



Notary Public

My Commission Expires: 3-30-2016



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Exhibit A

PARCEL 1:

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 108.77 FEET TO THE NORTHEAST CORNER OF LOT 7, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 ALSO BEING THE NORTH LINE OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 289.32 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 157.20 FEET TO A POINT ON THE SOUTHERLY FACE OF A ONE STORY BRICK BUILDING AS SAID BRICK BUILDING EXISTED ON SEPTEMBER 15, 1997; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY BUILDING FACE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 179.12 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 179.02 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF SPAULDING AVENUE VACATED PER DOCUMENT NUMBER 0803703000 RECORDED FEBRUARY 6, 2008 AND LYING EAST OF AND ADJOINING PARCEL 2 AFORESAID, LYING SOUTH OF THE SOUTH LINE OF ARTHINGTON STREET AND NORTH OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD), LOCATED IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE AMENDED AND RESTATED CROSS-EASEMENT AGREEMENT RECORDED DECEMBER 19, 2008 AS DOCUMENT 0835422062, FOR RIGHT OF WAY AND RIGHT TO USE AND UTILIZE ALL PRIVATE ROADS, DRIVEWAYS, ALLEYWAYS OR OTHER PAVED OR CONCRETE PATHWAYS FOR VEHICULAR AND PEDESTRIAL INGRESS AND EGRESS TO AND FROM SOUTH HOMAN AVENUE AND WEST ARTHINGTON STREET; CERTAIN WATER EASEMENTS; ACCESS TO SUB-BASEMENT OF THE POWER PLANT BUILDING; MAINTENANCE AND RESTORATION EASEMENTS; AND ELECTRICAL EASEMENTS; OVER AND UPON PORTIONS OF THE LAND MORE PARTICULARLY DESCRIBED ON EXHIBIT 'A' AND AS DEPICTED ON OTHER EXHIBITS ATTACHED THERETO.

Property Address: 3301 West Arthington Street, Chicago, Illinois

60624

PIN: 16-14-417-009-0000 and 16-14-417-011-0000

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Exhibit B

1. Declaration of Restrictive Covenants dated as of June 1, 2015 by and between the Chicago Housing Authority and New Sterling Park LLC
2. Regulatory and Operating Agreement dated as of June 1, 2015 between the Chicago Housing Authority and New Sterling Park LLC
3. Regulatory Agreement dated as of June 1, 2015 between New Sterling Park LLC and the City of Chicago
4. Tax Regulatory Agreement dated as of June 1, 2015 by and among New Sterling Park LLC, the Chicago Housing Authority, and U.S. Bank National Association
5. Retention / Recapture Agreement for Rental Projects Using Low Income Housing Tax Credits (LIHTCs) dated as of June 1, 2015 by and among First Eagle Bank, Mercy Housing Lakefront, and New Sterling Park LLC
6. Regulatory and Use Agreement dated as of June 1, 2015 between Citibank, N.A. and New Sterling Park LLC

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