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Prepared by:

LA Rue Little Esq.
Chicago Housing Authority
Office of the General Counsel
60 East Van Buren Street, 12th Floor
Chicago, IL 60605



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2017 03:59 PM PG: 1 OF 20

CHA ASSET MANAGEMENT FEE AGREEMENT

between

CHICAGO HOUSING AUTHORITY

and

5525 W DIVERSEY MANOR APARTMENTS LLC

Dated as of October 1, 2017

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THIS CHA ASSET MANAGEMENT FEE AGREEMENT (this "**Agreement**"), dated and effective as of October 1, 2017, is made by and between **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation (the "**CHA**" or "**Authority**"), and **5525 W DIVERSEY MANOR APARTMENTS LLC**, an Illinois limited liability company (the "**Owner**").

RECITALS

A. The Owner is the owner in fee simple of that certain parcel of real property described in **Exhibit A** attached hereto (the "**Land**"), located in the City of Chicago, Cook County, Illinois.

B. The Owner intends to develop a multi-family residential rental development consisting of a total of ninety-eight (98) residential housing dwelling units (the "**Rental Units**") and related improvements in one (1) residential building to be known as "Diversey Manor Apartments" (the "**Development**"). Of the 98 Rental Units, forty-five (45) will be designated as public housing units.

C. The Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011; 42 U.S.C. 1437f(o)(13)) (as heretofore or hereafter amended, the "**RAD Act**"), authorized the Rental Assistance Demonstration program (the "**RAD Program**"), which for RAD projects using project-based voucher ("**PBV**") assistance, follow 24 CFR 983 (as heretofore or hereafter amended, the "**PBV Regulations**"). Subsequently, the United States Department of Housing and Urban Development ("**HUD**"), by and through the Office of Public and Indian Housing ("**PIH**") issued PIH Notice 2012-32 published on July 26, 2012, amended by PIH 2012-32 Rev. 2 on June 10, 2015 and further amended by PIH 2012-32 Rev. 3 on January 12, 2017, (the "**RAD Notice**"). Under the RAD Program, public housing authorities can convert funding for public housing units to PBV assistance.

D. The Authority desires that the 45 public housing units in the Development be converted as RAD PBV units.

E. All of the units in the Development will be leased by the Owner to persons and families who qualify as eligible tenants for Low-Income Housing Tax Credits ("**LIHTC**") under Section 42 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as "Section 42"). The 45 units that will be leased to public housing tenants are collectively referred to as (the "**RAD Units**"). The Owner has designated the addresses listed on **Exhibit C**, attached hereto and made a part hereof, as the initial RAD Units, however, during the term of the HAP Contract the RAD Units will be allowed to float among all of the units in the Development, in a manner that complies with All Applicable RAD Requirements (hereinafter defined).

F. The Authority has submitted to HUD a RAD application and financing plan, including the Owner's plan to finance the acquisition and new construction of the Development using a combination of public and private sources, which have been approved by HUD. HUD

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and the Authority have entered into a Rental Conversion Commitment ("**RCC**") for the RAD Units as provided in the RAD Act, and HUD has issued, and the Authority has accepted, a Commitment to Enter into a Housing Assistance Payments Contract ("**CHAP**") for the RAD Units.

G. In connection with the Development, concurrently herewith, among other things: (1) the Authority is making a loan to the Owner to assist in the construction of the RAD Units; (2) the Owner and the Authority are entering into a Rental Assistance Demonstration Use Agreement (the "**RAD Use Agreement**") with the Secretary of Housing and Urban Development with respect to the RAD Units; and (3) the Authority, in its capacity as contract administrator (in such capacity, the "**HAP Contract Administrator**"), and the Owner are entering into a Project-Based Voucher Rental Assistance Demonstration Housing Assistance Payments Contract with respect to the RAD Units (as it may hereafter be amended and together with applicable Rider, the "**RAD HAP Contract**").

H. It is anticipated that, following the execution of this Agreement, the Authority will be performing various activities and providing various services in connection with the RAD Units and the Development, as more particularly described on **Exhibit B** attached hereto and made a part hereof.

I. It is a condition of HUD's approval of the construction of the Development and All Applicable RAD Requirements, that the Authority preserve its interest in the property, which is being accomplished, in part, by the provisions of this Agreement. It is a condition of the Authority's willingness to proceed with this redevelopment that the Owner enter into this Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing preambles and recitations are, by this reference, incorporated into the body of this Agreement.

2. **Duration of this Agreement.** The provisions of this Agreement shall remain in effect for so long as a RAD HAP Contract, or a similar HAP Contract, is in effect with respect to the RAD Units or any of them. The Owner acknowledges and agrees that, under the RAD Act, upon the expiration of the initial RAD HAP Contract, and each renewal RAD HAP Contract, the Owner must accept a renewal of such contract, subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal.

3. **Additional Definitions.**

"**ACC**" shall mean the Annual Contributions Contract(s) pursuant to which HUD provides funding to the CHA for the administration, management and operation of the RAD Units within the Development.

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"**Administrative Plan**" shall mean Chicago Housing Authority's FY2016 Administrative Plan for the Housing Choice Program, as may be amended from time to time.

"**All Applicable RAD Requirements**" means all requirements of the RAD Program that are applicable to the Authority with respect to the RAD Units or to the owner from time to time of the RAD Units, including, without limitation, the requirements under the RAD Act, the PBV Regulations, the RAD Use Agreement, the RAD HAP Contract, and all related HUD directives and administrative requirements, including, without limitation, those contained in the RAD Notice, except to the extent HUD has granted waivers of those requirements, the ACC, the Administrative Plan, the Gautreaux Court Orders, and the MTW Agreement.

"**First Mortgage Lender**" shall mean Citibank, N.A., its successors and/or assigns.

"**Gautreaux Court Orders**" shall mean applicable orders of the United States District Court for the Northern District of Illinois relating to Gautreaux vs. CHA et al., Case Nos. 66 C 1459 and 1460 (Note: Gautreaux v. CHA et. al., No. 66 C 1460, and the consent decree thereunder was terminated in 1997).

"**HUD**" means the United States Department of Housing and Urban Development and any successors in interest.

"**Investor**" shall mean NEF Assignment Corporation and its successors and/or assigns.

"**MTW Agreement**" shall mean that certain Amended and Restated Moving to Work Demonstration Agreement between CHA and HUD, dated June 26, 2008, and the 1st through 7th amendments to the Amended and Restated Moving to Work Demonstration Agreement, as may be hereinafter amended.

"**Operating Agreement**" shall mean that certain Amended and Restated Operating Agreement of 5525 W Diversey Manor Apartments LLC dated as of October 6, 2017 and executed by 5525 W Diversey MM, LLC and NEF Assignment Corporation.

"**Subordinate Loan Agreement**" shall mean that certain Chicago Housing Authority Loan Agreement between the Authority and Owner dated as of October 1, 2017, in the amount of Nine Million Three Hundred Thousand and no/ 100 Dollars (\$9,300,000).

4. Binding on Subsequent Owners. The provisions of this Agreement shall be binding upon the Owner and its successors and assigns, from time to time of the Development or any portion thereof.

5. General Obligations. The Owner acknowledges and agrees that:

(a) The Owner is obligated to abide by and perform All Applicable RAD Requirements which pertain to the owner of any RAD Unit and to operate and manage the Development in accordance with applicable provisions of Section 42.

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(b) The Authority will maintain and administer the waiting list for the RAD Units. No RAD Unit may be leased to a tenant or tenants other than those that the Authority refers to the Owner or the Owner's Management Agent (as defined below) in accordance with All Applicable RAD Requirements.

(c) The Authority has approved Resident Management Services, Inc., as the Management Agent for the Development, the Property Management Agreement by and between the Owner and Management Agent dated as of September 25, 2017 and the Addendum to Property Management Agreement executed by the Owner and Management Agent dated as of September 25, 2017. No other person or entity may act as Management Agent for the Development without the prior written consent of the Authority nor shall the Property Management Agreement be materially amended without the prior written consent of the Owner and the Authority, which consent shall not be unreasonably withheld, delayed or conditioned.

(d) The Owner is obligated to maintain each of the RAD Units in a condition that complies with HUD's Housing Quality Standards ("HQS") or such other inspection standards acceptable to the Authority and HUD, and that the Authority, in its capacity as HAP Contract Administrator, has the right to inspect the RAD Units.

6. Reserves.

(a) **Replacement Reserve.** The Owner is obligated under the RAD HAP Contract and Section 6.4.7(iii) of the Operating Agreement as such term is defined in Section 3 of this Agreement, to make periodic deposits into a reserve fund for replacements (the "**Replacement Reserve**") with respect to the Development. No funds may be withdrawn from the Replacement Reserve without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed. In the event of the disposition of the Development or the dissolution of the Owner, any funds in the Replacement Reserve shall be transferred to the new owner or otherwise continue to be used in connection with the Development in accordance with All Applicable RAD Requirements.

(b) **Operating Deficit Reserve.** In accordance with Section 6.4.7(ii) of the Operating Agreement, the Owner shall establish and maintain an operating deficit reserve (the "**Operating Reserve**") in the amount of \$450,406. The Operating Reserve will be established and owned by the Owner. The Owner covenants to the Authority to use all withdrawals from the Operating Reserve Account only for purposes relating to the Development, which may include the repayment of the Subordinate Loan upon disposition of the Development or expiration of the RAD HAP Contract.

7. **Disposition.** The Owner shall not demolish or dispose of its interest in the Development or the RAD Units (including, without limitation, by conveyance or lease not in the ordinary course of business of the RAD Units), without the prior written approval of the Authority and HUD and except in accordance with All Applicable RAD Requirements.

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8. Transfers of Interests in Owner.

(a) No transfer, conveyance, or assignment shall be made, without the prior written approval of the Authority of: (i) any interest of a manager, managing member, general partner, or controlling stockholder (any such interest being to as a "Controlling Interest") in the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to payment in full of all equity contributions described in the approved RCC, any other interest in the Owner or in any partner, member or shareholder thereof (each of such transfers, conveyances and assignments, together with the transfers described in this Section, is hereafter referred to as a "Transfer").

(b) Notwithstanding the foregoing, the prior written consent of the Authority is not required for the Investor to transfer its interest in the Owner in accordance with the terms of the LIHTC Rider to the RAD HAP Contract as long as the Authority receives prior written notice of such transfer, and the Authority receives executed copies of any and all documents necessary to effect such transfer, including any and all amendments to Owner's Operating Agreement.

(c) Prior written approval of the Authority is required for an internal reorganization of the corporate, company, operating or partnership structure of the Owner or any partner, member or shareholder of the Owner including the exercise of a right to remove the managing member or general partner and to designate a substitute managing member or general partner under the terms of the Owner's Operating Agreement.

(d) Notwithstanding the foregoing, the prior written consent of the Authority is not required for an internal reorganization of the Owner completed in accordance with the terms of the LIHTC Rider to the RAD HAP Contract as long as (i) the Authority receives prior written notice of such reorganization and (ii) the Authority receives executed copies of any and all documents necessary to effect the reorganization, including any and all amendments to the Owner's Operating Agreement.

9. Non-Discrimination and Other Federal Requirements. The Owner shall comply with all applicable requirements of the following, as the same may be amended from time to time:

(a) the Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 1 1063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 1 10, and applicable advertising guidelines;

(b) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1;

(c) the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;

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- (d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36;
- (e) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u, and its implementing regulations at 24 CFR Part 135; and
- (f) Wage rates under the Davis-Bacon Act (40 U.S.C. 276a et seq.) to the extent applicable.

10. Financial Statements, Reports and Maintenance of Records.

(a) **Quarterly Statements.** Not later than sixty (60) days after the end of each successive quarterly period, commencing with the calendar quarter in which the first RAD Unit is available for occupancy, the Owner shall deliver to the Authority itemized statements of income and expenses, prepared on an accrual basis, based on the Owner's general accounting records, in form substantially comparable to "Statement of Profit and Loss" (formerly Form HUD-92410), or any successor thereto, certified by the general partner/manager/chief financial officer of the Owner, for the quarterly period and from the beginning of the calendar year to the end of such quarterly period. Such quarterly statements shall be supplemented by such additional quarterly financial information as may be reasonably requested by the Authority.

(b) **Annual Financial Statements.** Not later than one hundred and twenty (120) days after the end of each calendar year, the Owner shall deliver to the Authority a copy of the independently audited financial statements of the Owner for such year and the period then ended, prepared in accordance with generally accepted accounting principles and accompanied by the report of independent public accountants thereon, together with a copy of any additional financial statements or reports delivered by the Owner to its partners/members. If, after thirty (30) days written notice from the Authority, the Owner shall fail to deliver such financial statements to the Authority, the Authority shall have the right to retain an independent auditor to conduct an audit of the financial statements of the Owner and to charge the reasonable cost thereof to the Owner.

(c) **Maintenance of Records.** The Authority shall remain responsible for maintaining sufficient records, and taking necessary action(s), to assure HUD that all Authority obligations to HUD under All Applicable RAD Requirements are fulfilled. However, where the ACC or other All Applicable RAD Requirements require the Authority to furnish reports, records, statements, certificates, documents or other information to HUD regarding the RAD Units, the Owner shall furnish such reports, records, statements, certificates, documents or other information to the Authority or otherwise satisfy the Authority's requests with respect to such matters, upon reasonable notice. Nothing contained in this Section shall be construed to relieve the Owner of its obligation to maintain its own books and records. It shall be the responsibility of the Owner to maintain sufficient records, and to take necessary action(s), to assure compliance with all

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obligations relating to the RAD Units under All Applicable RAD Requirements. Owner shall furnish reports, records, statements, certificates documents or other information as necessary in order to comply with the requirements of this provision.

The Owner shall maintain all records concerning the RAD Units for a minimum of three (3) years subsequent to the expiration date of this Agreement, unless a longer period is required under 24 CFR §85.42. The Owner shall maintain records required by 24 CFR Part 135 for the period that HUD requires such records to be maintained.

11. CHA Asset Management Fee. The Owner acknowledges and agrees that the services and activities provided by the Authority in general, as a public housing authority, and in neighborhoods surrounding the Development (such as local government collaboration, community engagement, resident services and programming, cooperation with Chicago police and general office functions and support) will benefit the Development. Accordingly, the Owner agrees to pay to the Authority an annual fee (the "**CHA Asset Management Fee**") as provided in this Section. The amount of the fee shall initially be the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), and shall be cumulative to the extent not paid in full in any year. The initial installment of the fee shall be due and payable on the first anniversary date of this Agreement, with subsequent installments due on each anniversary thereafter. The fee shall be increased by three percent (3%) per annum; provided however, to the extent the activities or services in **Exhibit B** increase, the parties will renegotiate the amount of the fee to be paid.

12. Owner Default and Remedies.

(a) **Default.** A default by the Owner under this Agreement shall occur if the Owner violates, breaches or fails to comply in any material respect with any provision of, or obligation under this Agreement or All Applicable RAD Requirements. A default by the Owner that is attributable to an action or omission of its Management Agent shall be deemed a default by the Owner for purposes of this Section. A default under this Agreement shall be deemed a default under the RAD HAP Contract.

(b) **Notice and Cure.** Upon a determination by the Authority that a default by the Owner has occurred, the Authority shall notify the Owner, the First Mortgage Lender, and the Investor of: (1) the nature of the default; (2) the actions required to be taken by the Owner, the First Mortgage Lender and/or the Investor to cure the default; and (3) the time (no less than thirty (30) days) within which the Owner, the First Mortgage Lender and/or the Investor shall respond with a showing that all required actions have been taken; provided that if the default by its nature cannot be cured within the aforesaid thirty (30) day period, the Owner, the First Mortgage Lender and/or the Investor may have additional time, with the Authority's written approval, as may be reasonable given the circumstances to effect a cure of the default. The Authority reserves the right to monitor the Owner's, the First Mortgage Lender's and/or the Investor's efforts to cure; and further reserves the right to reduce and/or terminate the time period allowed herein (but in no

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event less than thirty (30) days) where further actions to cure have not been made by the Owner, the First Mortgage Lender and/or the Investor. The First Mortgage Lender and the Investor each has the right, but not the obligation, to cure any default pursuant to the terms of this Section 12(b). Notwithstanding the foregoing, the Authority rights granted herein shall be subject to All Applicable RAD Requirements.

(c) **Remedies.** If the Owner, the First Mortgage Lender and/or the Investor fail to respond or take corrective action to the satisfaction of the Authority as provided herein, the Authority shall have the right to exercise any remedy available to it by reason of such default, including without limitation, to seek appropriate relief in any court having jurisdiction, including but not limited to specific performance, injunctive relief, or the appointment of a receiver to take over and operate the RAD Units in accordance with the terms of this Agreement without prejudice to the right of the Authority, alternatively or in addition to the foregoing, to exercise any remedy available to it, if any, if the nature of such default hereunder, would constitute a default under agreement or document to which the Authority is a party. Notwithstanding the foregoing, the Authority's remedies herein shall be subject to All Applicable RAD Requirements.

13. Subordinate to RAD Use Agreement. This Agreement is subject and subordinate to the RAD Use Agreement.

14. Miscellaneous.

(a) **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and heirs of each of the parties; provided, however, that the Owner may not assign any of its interest in this Agreement without the prior written consent of the Authority.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding between among them with respect thereto.

(c) **Amendments.** Subject to All Applicable RAD Requirements, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties and approved in writing by HUD.

(d) **No Waiver.** No delay or omission by either party in exercising any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability of remedy, whether of a similar or dissimilar nature.

(e) **Notices.** Any notice or other communication given or made pursuant to this Agreement shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent by overnight express delivery, or (iii) mailed by certified mail, return receipt requested, to the respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party).

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If to the Authority:

Chicago Housing Authority
60 East Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

with a copy to:

Chicago Housing Authority
60 East Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Counsel

If to the Owner:

5525 W Diversey Manor Apartments LLC
c/o Metropolitan Housing Development
Corporation
8 South Michigan Avenue, Suite 3100
Chicago, Illinois 60603
Attention: Richard Gonzalez

and to:

Southern Illinois Healthcare Foundation, Inc.
2041 Goose Lake Road
Sauget, Illinois 62206
Attention: Larry McCulley

with a copy to:

Applegate & Thorne-Thomsen
440 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Attention: Paul Davis

and copy to First Mortgage Lender:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Transaction Management Group
Re: Diversey Manor, Deal ID No. 24013
Facsimile: (212) 723-8209

and to:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Account Specialist
Re: Diversey Manor, Deal ID No. 24013
Facsimile: (212) 723-8209

with copy to:

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA. 90071

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Attention: Ken Krug

and copy to Investor Limited Partner:

NEF Assignment Corporation
10 S. Riverside Plaza, Suite 1700
Chicago, Illinois 60606
Attention: Asset Management

with copy to:

Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, OH 43215
Attention: Holly Heer

All such notices and other communication shall be deemed given on the date of personal or local courier delivery, the delivery to the overnight express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of delivery by overnight express delivery service, on the business day following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

(f) **Further Assurances.** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

(g) **No Personal Liability.** No officer, director, board member, shareholder, partner, employee, agent or other person authorized to act for or on behalf of either party shall be personally liable for any obligation, express or implied, hereunder. The Owner shall look solely to the Authority funds that are legally available for such purpose, and except as provided by law, the Authority shall look solely to the Owner, for the satisfaction of any remedy each might have with respect to the other for the other's failure to perform any of its obligations hereunder. Notwithstanding the foregoing, nothing contained herein shall either relieve the Owner or any managing member, manager or general partner, shareholder of the Owner from personal liability and responsibility, or limit the Authority's rights and remedies against such parties, either at law or in equity: (i) for fraudulent acts; (ii) for insurance proceeds and condemnation awards received by the Owner and not turned over to the Authority or used by the Owner for restoration or repair of the RAD Units to the extent required under this Agreement; and (iii) for any rents or other income from the RAD Units received by the Owner after an event of default under this Agreement and not applied to expenses of the RAD Units.

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(h) **Neither Party or Agent.** Nothing in this Agreement shall be deemed to appoint either Owner or the Authority as an agent for or representative of the other, and neither one shall be authorized to act on behalf of the other with respect to any matters. Neither Owner nor the Authority shall have any liability or duty to any person, firm, entity or governmental body for any act of omission or commission, liability, or obligation of the other, whether arising from Owner's or the Authority's actions under this Agreement or otherwise.

(i) **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts made and to be performed therein.

(j) **Headings; Usage.** All section headings in this Agreement are for convenience of reference only and are not intended to modify the meaning of any section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter as the identity of the person or persons may require. Where the context admits, the singular forms of terms used herein shall include the plural and the plural shall include the singular.

(k) **Severability.** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is held invalid, shall not be affected thereby.

(l) **Counterparts; Execution.** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all parties hereto.

(m) **No Third Party Beneficiary.** The provisions of this Agreement shall not be construed for the benefit of or as enforceable by any person or entity not a party hereto, with the exception of HUD.

(n) **Amendments to the Owner's Organizational Documents.** Except for amendments to implement for which the consent of the Authority is not required under Section 7 hereof, the Owner's Operating Agreement may not be amended in any material respect without the prior written consent of the Authority.

[SIGNATURE PAGES FOLLOW]

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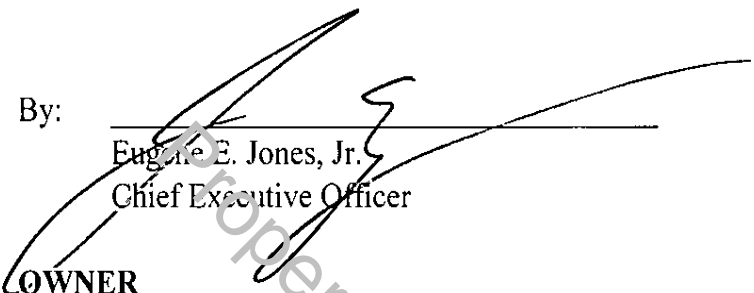
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

AUTHORITY

CHICAGO HOUSING AUTHORITY:

an Illinois municipal corporation

By:



Eugene E. Jones, Jr.
Chief Executive Officer

OWNER

5525 W DIVERSEY MANOR APARTMENTS LLC,

an Illinois limited liability corporation

By: 5525 W Diversey MM, LLC,
an Illinois limited liability company
Its managing member

By: Metropolitan Housing Development Corporation,
an Illinois not for profit corporation,
its managing member

By: _____
Name:
Title

Property of Cook County Clerk's Office

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

AUTHORITY

CHICAGO HOUSING AUTHORITY:

an Illinois municipal corporation

By: _____
Eugene E. Jones, Jr.
Chief Executive Officer

OWNER

5525 W DIVERSEY MANOR APARTMENTS LLC,

an Illinois limited liability corporation

By: 5525 W Diversey MM, LLC,
an Illinois limited liability company
Its managing member

By: Metropolitan Housing Development Corporation,
an Illinois not for profit corporation,
its managing member

By: _____
Name: Richard Gonzalez
Title: President

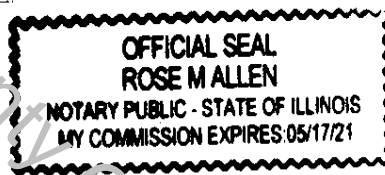
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rose M. Allen, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene E. Jones, Jr., Chief Executive Officer of the **Chicago Housing Authority**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of September, 2017.

Rose M. Allen
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Metropolitan Housing Development Corporation, an Illinois not for profit corporation (the "Corporation"), the managing member of 5525 W Diversey MM, LLC, the managing member of 5525 W Diversey Manor Apartments LLC, an Illinois limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he/she signed and delivered the said instrument, on behalf of the Corporation, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Corporation and the Company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

(SEAL)

Notary Public

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EXHIBIT A LEGAL DESCRIPTION

Lots 6 thru 17, both inclusive in Block 8 in C.N. Louck's resubdivision of Blocks 1, 2, 3, 7 and 8 of Wrightwood Avenue Addition to Chicago in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-28-100-059-0000

5525 West Divensey Avenue
Chicago, IL 60639

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B CHA PROVIDED SERVICES AND ACTIVITIES

(Diversey Manor)

Service/Activity	CHA Department (Primary)	Estimated Annual Cost*
Reasonable Accommodation Requests, Grievance Processing, General Legal Support	Legal	\$ 900
Supervision and Support for Resident Services Provision at Property	Resident Services	\$ 2,475
Local Government Collaboration, Community Engagement, Emergency Response/Security Support/Cooperation with Chicago Police Department through existing Intergovernmental Agreement, Camera Monitoring	Property Office/ Asset Management	\$ 6,750
Program and Financial Monitoring, including waitlist administration, tracking of RAD Units Replacement Reserve deposits and other applicable RAD and PBV compliance items	Property Office/ Asset Management	\$ 11,700
Information Technology (IT) Support and Yardi maintenance	IT	\$ 675
First Year Annual		\$ 22,500

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EXHIBIT C
DESCRIPTION OF INITIAL RAD UNITS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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RECORDER OF DEEDS

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CHA RAD UNITS ONLY

Diversey Manor Apartments / 5525 West Diversey Street, Chicago, IL 60639 9/11/2017

INITIAL DESIGNATION

Number	Unit Number Per Plans	Rental Type	Basic Unit Type	Unit Layout	ANSI TYPE	Unit Square Footage	Monthly Unit Proforma Rent	Unit Rent / Square Foot
1	101	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
2	102	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
3	110	HAP	1 BR	8	ANSI TYPE- A	735	\$ 1,042	\$ 1.42
4	111	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
5	112	HAP	1 BR	9	ANSI TYPE- B	774	\$ 1,042	\$ 1.35
6	113	HAP	1 BR	12	ANSI TYPE- A	714	\$ 1,042	\$ 1.46
7	114	HAP	1 BR	11	ANSI TYPE- B	699	\$ 1,042	\$ 1.49
8	127	HAP	1 BR	13	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
9	128	HAP	1 BR	11	ANSI TYPE- B	699	\$ 1,042	\$ 1.49
10	129	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
11	130	HAP	1 BR	9	ANSI TYPE- A	774	\$ 1,042	\$ 1.35
12	132	HAP	1 BR	8	ANSI TYPE- A/504	735	\$ 1,042	\$ 1.42
13	139	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
14	140	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
15	201	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
16	202	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
17	208	HAP	1 BR	6	ANSI TYPE- B	680	\$ 1,042	\$ 1.53
18	210	HAP	1 BR	8	ANSI TYPE- A	735	\$ 1,042	\$ 1.42
19	211	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
20	212	HAP	1 BR	9	ANSI TYPE- A	774	\$ 1,042	\$ 1.35
21	213	HAP	1 BR	12	ANSI TYPE- A/504	714	\$ 1,042	\$ 1.46
22	214	HAP	1 BR	11	ANSI TYPE- B	698	\$ 1,042	\$ 1.49
23	227	HAP	1 BR	13	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
24	228	HAP	1 BR	11	ANSI TYPE- B	698	\$ 1,042	\$ 1.49
25	229	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
26	230	HAP	1 BR	9	ANSI TYPE- B	774	\$ 1,042	\$ 1.35
27	232	HAP	1 BR	8	ANSI TYPE- A	735	\$ 1,042	\$ 1.42
28	234	HAP	1 BR	6	ANSI TYPE- B	690	\$ 1,042	\$ 1.53
29	239	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
30	240	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
31	301	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
32	302	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
33	308	HAP	1 BR	6	ANSI TYPE- B	672	\$ 1,042	\$ 1.55
34	310	HAP	1 BR	8	ANSI TYPE- A/504	735	\$ 1,042	\$ 1.42
35	311	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
36	312	HAP	1 BR	9	ANSI TYPE- B	774	\$ 1,042	\$ 1.35
37	313	HAP	1 BR	12	ANSI TYPE- A	714	\$ 1,042	\$ 1.46
38	314	HAP	1 BR	11	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
39	327	HAP	1 BR	13	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
40	328	HAP	1 BR	11	ANSI TYPE- B	700	\$ 1,042	\$ 1.49
41	329	HAP	1 BR	10	ANSI TYPE- B	714	\$ 1,042	\$ 1.46
42	330	HAP	1 BR	9	ANSI TYPE- B	774	\$ 1,042	\$ 1.35
43	332	HAP	1 BR	8	ANSI TYPE- A	735	\$ 1,042	\$ 1.42
44	334	HAP	1 BR	6	ANSI TYPE- B	672	\$ 1,042	\$ 1.55
45	339	HAP	1 BR	1	ANSI TYPE- B	700	\$ 1,042	\$ 1.49