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Doc# 1802342073 Fee \$76.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/23/2018 03:29 PM PG: 1 OF 20

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

Roberta Gates Edwards
Senior Assistant General Counsel
Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605

Stewart Title NTS - Chicago
10 S. Riverside Plaza, Suite 1450
Chicago, IL 60606
PH: 312-849-4400
File No: 17000033109

5 of 30

CHA ASSET MANAGEMENT FEE AGREEMENT

BETWEEN

CHICAGO HOUSING AUTHORITY

AND

NORTHTOWN APARTMENTS LP

PROPERTY OF COOK COUNTY Clerk's Office

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CHA ASSET MANAGEMENT FEE AGREEMENT

THIS CHA ASSET MANAGEMENT FEE AGREEMENT (this “**Agreement**”), dated and effective as of January 23, 2018, is made by and between **Chicago Housing Authority**, an Illinois municipal corporation (the “**Authority**”), and **Northtown Apartments LP**, an Illinois limited partnership (the “**Owner**”).

RECITALS

A. The Authority is the owner in fee simple of the property described in Exhibit A attached hereto (the “**Land**”), located in the City of Chicago, Cook County, Illinois. The Owner intends to develop on the Land a mixed-use/mixed-income project, consisting of forty-four residential rental units (the “**Rental Units**”) and a community service facility (“**Community Facility**”) (the “**Development**”).

B. 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 (“**RAD**”) 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 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 through a Housing Assistance Payment Contract (“**HAP Contract**”).

C. The Authority desires that 30 of the Rental Units in the Development be converted from public housing units to RAD PBV units and has applied to HUD for the conversion.

D. The Development will consist of: 44 units 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 (“**Section 42**”), of which 30 units will be RAD PBV units. The 30 RAD PBV units that will be leased to CHA eligible tenants are collectively referred to as (the “**RAD Units**”). 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).

E. 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 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.

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F. In connection with the Development, concurrently herewith, among other things: (1) the Authority is making loans to the Owner to assist in the construction of the RAD Units; (2) the Authority is entering into a 99-year ground lease to create a leasehold estate in the Land and the tenant's interest under the ground lease is being assigned to the Owner; (3) 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 (4) the Authority, in its capacity as contract administrator (in such capacity, the “**HAP Contract Administrator**”), and the Owner are entering into a RAD Program PBV HAP Contract with respect to the RAD Units (as it may hereafter be amended and together with the applicable Rider and Addendum, the “**RAD HAP Contract**”).

G. 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.

H. It is a condition of HUD's approval of the construction of the Development, as described above, and All Applicable RAD Requirements (as herein defined below), that the Authority preserve its interest in the Development, which is being accomplished, in part, by the provisions of this Agreement. It is a condition of the Authority's willingness to proceed with the Development 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.

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

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“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 CIBC Bank USA, an Illinois state chartered bank, 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).

“General Contractor” shall mean Powers & Sons Construction Company, Inc., an Indiana corporation.

“Governing Document” shall mean that certain Second Amended and Restated Agreement of Limited Partnership of the Owner among Northtown Apartments, GP, LLC, an Illinois limited liability company, as General Partner (the “General Partner”); CREA Northtown Apartments, LLC, a Delaware limited liability company in its capacity as the Limited Partner; and CREA SLP, LLC, a Delaware limited liability company, as Special Limited Partner.

“Investor” shall mean CREA Northtown Apartments, LLC, and CREA SLP, LLC, and their 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.

“Subordinate Loan Agreement” shall mean that certain Chicago Housing Authority Loan Agreement between the Authority and Owner dated as of the date of this Agreement, in the amount of Ten Million Nine Hundred and no/ 100 Dollars (\$10,900,000).

4. **Binding on Subsequent Owners.** The provisions of this Agreement shall be binding upon the Owner and its successors and assigns, including each owner 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 CHA refers to the Owner or the Owner's property manager in accordance with All Applicable RAD Requirements.

(c) The Authority has approved Evergreen Real Estate Services, LLC, a Delaware limited liability company, as the property manager for the Development. No other person or entity may act as property manager for the Development without the prior written consent of 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 5.4(i)(2) and Appendix I of the Governing Document 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 5.4(i)(1) and Appendix I of the Governing Document, the Owner shall establish and maintain an operating reserve for operating deficits (the "**Operating Deficit Reserve**") in the initial amount of \$216,027. The Operating Deficit Reserve will be established and owned by the Owner. The Owner covenants to the Authority to use all withdrawals from the Operating Deficit 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 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.

8. **Transfers of Interests in Owner.** The Owner shall not, without prior written approval of the Authority, make any transfers requiring HUD approval pursuant to Section 21 of the RAD HAP Contract or Sections 4(t), 4(u), 4(v), 4(w) and 37 of the RAD HAP PBV Rider

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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;
- (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. Compliance with the Multi-Project Labor Agreement. The Owner shall cause the General Contractor to comply with the Chicago Housing Authority Multi-Project Labor Agreement dated June 21, 2017 (the "MPLA"). The Owner shall cause the General Contractor to comply with the MPLA to the fullest extent legally permissible without violating Section 9 above or any other requirements applicable to the construction of the Project.

11. Financial Statements and Reports and Maintenance of Records

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.

- (a) **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

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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.

(b) **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 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 and the requirements of the MPLA upon reasonable notice.

12. 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 Fifteen Thousand and No/100 Dollars (\$15,000.00), 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.

13. 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 property manager shall be deemed a default by the Owner for purposes of this Section.

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(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 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 11 (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.

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

15. 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.

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(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).

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:
And
Chief Legal Counsel

If to the Owner:

Northtown Apartments LP
c/o Northtown Apartments GP, LLC
556 West Lake Street Suite 400
Chicago, IL 60661
Attention: David Block

with a copy to:

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

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With a copy to First Mortgage Lender:

CIBC Bank USA
120 S. LaSalle Street
Chicago, Illinois 60603
Attn: Cheryl Wilson

with a copy to: Charity & Associates, P.C.
20 N. Clark St., Suite 1150
Chicago, Illinois 60602
Attention: Elvin E. Charity

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With a copy to Investor Limited Partner:

CREA Northtown Apartments, LLC
30 S. Meridian, Suite 400
Indianapolis, Indiana 46204

and

CREA SLP, LLC
30 S. Meridian, Suite 400
Indianapolis, Indiana 46204

With a copy to:

Barnes & Thornburg LLP
41 South High Street, Suite 3300
Columbus, Ohio 43215
Attn: Phillip Westerman

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 (iii) 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.

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(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.

(h) **Neither Party an 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.

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(n) Amendments to the Owner's Organizational Documents. Except for amendments to implement transfers for which the consent of the Authority is not required under Section 8 hereof, the Owner's Governing Document 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.

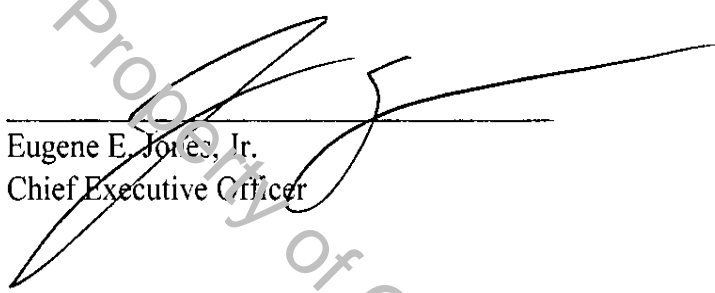
AUTHORITY

CHICAGO HOUSING AUTHORITY:

an Illinois municipal corporation

By: _____

Eugene E. Jones, Jr.
Chief Executive Officer



OWNER

NORTHTOWN APARTMENTS, LP,

an Illinois limited partnership

By: Northtown Apartments GP, LLC,
an Illinois limited liability company
Its General Partner

By: _____

Name: _____

Title: Manager

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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

NORTHTOWN APARTMENTS, LP,
an Illinois limited partnership

By: Northtown Apartments GP, LLC,
an Illinois limited liability company
Its General Partner

By: 
Name: David Block
Title: Manager

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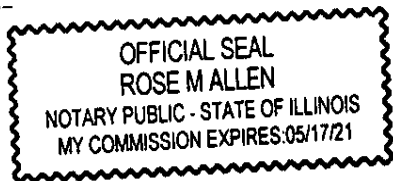
ACKNOWLEDGMENT

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 signed and delivered said instrument as his 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 23rd day of January, 2018.

Rose M. Allen
Notary Public



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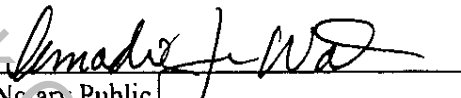
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

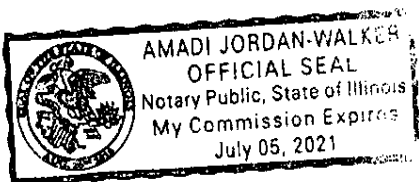
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that David Blode, personally known to me to be the Manager of Northtown Apartments GP, LLC, an Illinois limited liability company (the "General Partner"), general partner of Northtown Apartments LP, an Illinois limited partnership (the "Partnership"), 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 Manager, he signed and delivered the said instrument, pursuant to authority given by the members of the General Partner as the free and voluntary act, and as the free and voluntary act and deed of the General Partner and Northtown Apartments LP, for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of January, 2018.

(SEAL)



Notary Public



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EXHIBIT A LEGAL DESCRIPTION

TRACT 1:

LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE DATED AS OF JANUARY 23, 2018, BETWEEN CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, LANDLORD, AND NORTH RIVER COMMISSION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, INITIAL TENANT, RECORDED SIMULTANEOUSLY HEREWITH, WHICH WAS AMENDED AND ASSIGNED TO NORTHTOWN APARTMENTS LP, AN ILLINOIS LIMITED PARTNERSHIP, BY ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED AS OF JANUARY 23, 2018, AND RECORDED SIMULTANEOUSLY HEREWITH, DEMISING AND LEASING FOR A TERM OF 99 YEARS THE FOLLOWING DESCRIBED PARCEL, TO WIT:

PARCEL 1:

LOTS 6 TO 14, INCLUSIVE, IN BLOCK 20 IN NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION TO ROGERS PARK MANOR, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE (EXCEPT THAT PART OF SAID LOTS 6 TO 10 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, AND 5 IN BLOCK 20 IN THE NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION TO ROGERS PARK MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PORTION OF SAID LOTS TAKEN FOR WIDENING OF WESTERN AVENUE), IN COOK COUNTY, ILLINOIS

TRACT 2:

OWNERSHIP OF ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS TRACT 1.

PROPERTY ADDRESSES:

6800-6824 N. Western Ave, Chicago, IL 60645
2412-2422 W. Pratt Blvd., Chicago, IL 60645

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PERMANENT REAL ESTATE INDEX NUMBERS:

- 10-36-230-028-0000
- 10-36-230-029-0000
- 10-36-230-030-0000
- 10-36-230-031-0000
- 10-36-230-032-0000
- 10-36-230-033-0000
- 10-36-230-034-0000
- 10-36-230-035-0000
- 10-36-230-036-0000
- 10-36-230-037-0000
- 10-36-230-038-0000
- 10-36-230-039-0000
- 10-36-230-040-0000
- 10-36-230-041-0000

Property of Cook County Clerk's Office

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EXHIBIT B
CHA PROVIDED SERVICES AND ACTIVITIES
(Northtown Apartments LP)

Service/Activity	CHA Department (Primary)	First Year Annual Cost
Reasonable Accommodation Requests, Grievance Processing, General Legal Support	Legal	\$600
Supervision and Support for Resident Services Provision at Property	Resident Services	\$1,650
Local Government Collaboration, Community Engagement, Emergency Response/Security Support/Cooperation with Chicago Police Department through existing Intergovernmental Agreement, Camera Monitoring	Property Office/ Asset Management	\$4,500
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	\$7,800
Information Technology (IT) Support and Yardi maintenance	IT	\$450
	First Year Annual	\$15,000

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EXHIBIT C DESCRIPTION OF INITIAL RAD UNITS-UNITS MAY FLOAT

PROPERTIES	SITE	UNIT	FLOOR	ACCESSIBILITY DESIGNATIONS	BEDROOM COUNT	ACTUAL/ESTIMATED DATE FOR LCM 95% INSPECTION	ACTUAL/ESTIMATED DATE OF ARCHITECTS PUNCHLIST	ORIGINAL CONTRACTUAL DATE OF TRANSFER	CURRENT COMMITTED DATE TO TRANSFER	CURRENT ESTIMATED DATE OF TRANSFER
6300 N Western		201	2		1	12/01/19	12/01/18			01/01/19
6300 N Western		204	2		1	12/01/19	12/01/18			01/01/19
6300 N Western		301	3	Type A, with conduit	1	12/01/19	12/01/19			01/01/19
6300 N Western		302	3		1	12/01/19	12/01/18			01/01/19
6300 N Western		304	3	Type A, with conduit	1	12/01/19	12/01/19			01/01/19
6300 N Western		306	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		307	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		308	3		1	12/01/19	12/01/18			01/01/19
6300 N Western		309	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		310	3	Type B	1	12/01/19	12/01/19			01/01/19
6300 N Western		313	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		314	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		316	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		317	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		318	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		319	3		1	12/01/19	12/01/19			01/01/19
6300 N Western		401	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		402	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		404	4	Type B	1	12/01/19	12/01/19			01/01/19
6300 N Western		406	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		407	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		408	4	Type A, Section 504	1	12/01/19	12/01/19			01/01/19
6300 N Western		409	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		410	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		413	4	Type B	1	12/01/19	12/01/19			01/01/19
6300 N Western		414	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		416	4		1	12/01/19	12/01/18			01/01/19
6300 N Western		417	4		1	12/01/19	12/01/18			01/01/19
6300 N Western		418	4		1	12/01/19	12/01/19			01/01/19
6300 N Western		419	4		1	12/01/19	12/01/19			01/01/19